

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION L & M**

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**  
**&**  
**EVALUATION FACTORS FOR AWARD**

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**PART IV – REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.I-1. LISTING OF PROVISIONS INCORPORATED BY REFERENCE**

PROVISIONS INCORPORATED BY REFERENCE (FEB 1998):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

**I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1)**  
**PROVISIONS:**

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE, (DO RATING)	APR 2008
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS - ALTERNATE I (OCT 1997)	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUNE 2003
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

## II. NASA FAR SUPPLEMENTS (48 CFR CHAPTER 18) PROVISIONS:

NUMBER	TITLE	DATE
1852.227-71	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS	APR 1984
1852.227-84	PATENT RIGHTS CLAUSE	DEC 1989
1852.233-70	PROTESTS TO NASA	OCT 2002

### **L.I-2. COMMUNICATIONS AND REQUESTS FOR INFORMATION**

- (a) Any communications in reference to this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Marvin L. Horne  
Contracting Officer

Address: NASA/John C. Stennis Space Center  
Attn: Marvin L. Horne  
Building 1100, RM 253, Mail Code DA10  
Stennis Space Center, MS 39529-6000

Phone: (228) 688-3528

E-Mail: [Marvin.L.Horne@nasa.gov](mailto:Marvin.L.Horne@nasa.gov)

- (b) Answers in response to the questions and communications received is posted at:  
<https://prod.nais.nasa.gov/cgi-bin/eps/sol.cgi?acqid=159785>

(End of Provision)

### **L.I-3. TYPE OF ACQUISITION**

This Acquisition will be conducted with full and open competition.

(End of Provision)

### **L.I-4. REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (FAR 52.215-20) (OCT 2010) ALTERNATE III (OCT 1997) ALTERNATE IV (OCT 2010)**

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide information described in Section L.II-7, Cost/Price, and data pursuant to FAR 15.403-3.

- (c) Submit the cost portion of the proposal in accordance with the instructions in section L.II-7, Cost/Price.

(End of Provision)

**L.I-5. TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a single Hybrid Cost-Plus-Incentive-Fee (CPIF), Firm-Fixed-Price (FFP), Indefinite Delivery Indefinite Quantity (IDIQ), with Award Term Options performance-based contract resulting from this solicitation. All costs associated with the phase-in of this contract are FFP.

(End of Provision)

**L.I-6. AVAILABILITY OF DOCUMENTS**

- (a) An electronic Library has been established in an effort to assist with proposal development. The Library contains historical and other information that may be useful in developing Offeror's Mission Suitability, Past Performance and Cost/Price Volumes.
- (b) The website for the SACOM electronic Library is:  
  
<https://sscsacom.ssc.nasa.gov/techlibrary.asp>
- (c) Please read the instructions and notices on the website closely. A username and password are required to enter the site. Access to the website is limited to one person per company. The instructions for requesting the username and password are contained on the website.
- (d) This electronic library will be updated as documents are identified for posting in an effort to assist with proposal development. All updates to the library will be handled as formal solicitation amendments.

(End of Provision)

**L.I-7. PRE-PROPOSAL / PRE-BID CONFERENCE (NFS 1852.215-77) (DEC 1988)**

- (a) An industry briefing and site visit for this procurement were held as indicated below:  
Date: March 19 - 21, 2014  
Time: 9:00 a.m. – 4:00 p.m. Central Daylight Time  
Location: Bldg. 1200, Stennis Sphere, SSC and Bldg. 350 Visitor Parking Lot, MAF

- (b) Information presented at the briefing is posted at <https://sscsacom.ssc.nasa.gov/techlibrary.asp>. Lists of attendees are posted at [www.FBO.gov](http://www.FBO.gov). Attendance at the industry briefing and site visit was neither required nor a prerequisite for proposal submission and will not be considered in the evaluation.

(End of Provision)

**L.I-8. SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)**

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

NASA John C. Stennis Space Center  
ATTN: Marvin L. Horne, Contracting Officer  
Building 1100, Rm 253, Mail Code DA10,  
Stennis Space Center, MS 39529-6000

- (b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

(End of Provision)

**L.I-9. AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)**

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the provision.
- (b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Provision)

**L.I-10. OFFER ACCEPTANCE PERIOD**

Proposals submitted in response to this solicitation shall remain firm for at least 300 calendar days after the date specified for receipt of proposals by the Government and shall contain a statement to this effect. In addition, the Offeror shall insert "300" into Block 12 of the Standard Form 33, Solicitation, Acceptance, and Award. However, in

accordance with FAR Clause 52.215-1, Instructions to Offerors—Competitive Acquisitions, a different (longer) validity period may be proposed.

(End of Provision)

#### **L.I-11. SECURITY REQUIREMENTS**

The Offeror must possess, or acquire prior to contract start, the security requirements specified in the Contract Security Classification Specification (DD Form 254, Attachment J-6), attached to this solicitation.

(End of Provision)

#### **L.I-12. MAJOR SUBCONTRACTOR (Excludes Cost/Price Definition of Major Subcontractor)**

For the proposal preparation purposes for Mission Suitability and Past Performance, “major subcontractor” is defined as subcontracts that exceed \$45,000,000 over the entire contract performance period, including IDIQ and option periods. For Cost/Price, a major subcontractor is defined at L.II-7.

(End of provision)

#### **L.I-13. PROPOSAL SUBMISSION REQUIREMENTS**

(a) The due date and time for receipt of proposals is as follows:

Table L.I-13.1. Proposal Submission Requirements

<b>Volume</b>	<b>Title</b>	<b>Requested By</b>	<b>Required By Due Date</b>	<b>Local Time</b>
<b>I</b>	Volume I – Mission Suitability Factor	N/A	<b>Block 9 of the SF33</b>	<b>Block 9 of the SF33</b>
<b>II*</b>	Volume II – Past Performance Factor and Organizational Conflict of Interest (OCI) Plan	14 Calendar days prior to date in Block 9 of the SF33	<b>Block 9 of the SF33</b>	<b>Block 9 of the SF33</b>
<b>III</b>	Volume III – Cost/Price Factor	N/A	<b>Block 9 of the SF33</b>	<b>Block 9 of the SF33</b>
<b>IV</b>	Volume IV – Completed Model	N/A	<b>Block 9 of the SF33</b>	<b>Block 9 of the SF33</b>

\*Volume II – Past Performance and OCI Plan are requested early, but not officially due until the proposal due date identified in **Block 9 of the SF 33**.

(b) If any volume is received after the date and time shown in **Block 9 of the SF 33**, the entire proposal shall be handled in accordance with provision FAR 52.215-1, Instruction to Offerors—Competitive Acquisitions.

- (c) Mailed proposals shall be mailed to the address specified in Block 8 of the SF33. Offerors are cautioned to ensure sufficient time to ensure mailed proposals are delivered on or before the time specified in **Block 9 of the SF 33**. Clear and precise rules regarding the consideration of late submissions are set forth in FAR Clause 52.215-1, Paragraph (c)(3) Submission, Modification, Revision, and Withdrawal of Proposals. Offerors are further reminded that it is their responsibility to get proposals to the designated place on time.
- (d) Offerors who hand deliver proposals shall deliver proposals to the address specified in Block 8 of the SF33. It is recommended that the Offeror contact the Contracting Officer identified on the SF33 to coordinate a delivery time. Due to increased security at the SSC, Offerors are cautioned to include sufficient time to clear security, obtain parking, and be properly badged (person and vehicle) to ensure proposals are delivered on or before the time specified in **Block 9 of the SF 33**. Offerors hand delivering proposals must provide a valid driver's license, vehicle registration, and proof of vehicle insurance to obtain vehicle passes and badges. Offerors should allow a minimum of two (2) hours to clear security when entering the SSC. **No escorts will be provided.** The Offeror shall be aware that heightened and varying security requirements may preclude or delay access to the Center; however, such circumstances will not provide a basis for acceptance of a proposal that arrives at the place specified after the exact time and date specified. Proposals delivered by commercial carriers are considered hand delivered.
- (e) All proposals delivered in response to this solicitation shall include the following information on the address label:
- 1) Address and point of contact specified in Block 8 of the SF33.
  - 2) Solicitation No. NNS14478585R; Synergy-Achieving Consolidated Operations and Maintenance (SACOM) Contract
  - 3) The caption, "To be delivered unopened to the Contracting Officer"; and
  - 4) The volume and copy numbers contained in each box.
  - 5) Regardless of the method of delivery of proposals, they must be received by the date and time identified in **Block 9 of the SF33**.

(End of Provision)

**L.I-14.DETERMINATION OF COMPENSATION REASONABLENESS**  
**(NFS 1852.231-71) (MAR 1994)**

- (a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include

a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered to professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

- (b) The Offeror shall provide written support to demonstrate that its proposed compensation is reasonable.
- (c) The Offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.
- (d) The Offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of Provision)

#### **L.I-15. PERIOD OF PERFORMANCE**

For the purpose of preparing proposals, Offerors shall use the following period of performance:

The anticipated award date is **NLT January 29, 2015 with an effective date for the Phase-In Period of February 1, 2015.**

- 1) The Phase-In Period of performance is 89 days, from February 1, 2015 to April 30, 2015.
- 2) The base period of performance for this contract is one-year and five months, from May 1, 2015 to September 30, 2016. There is a two-year option with the possibility of six (6) additional one-year award term options. The total period of performance (not including the 89-day phase-in period) is 9 years and 5 months, if the option periods are exercised and all award term options are earned.

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<b>SACOM Period of Performance</b>		
<b>Period</b>	<b>Start</b>	<b>End</b>
Base	May 1, 2015	September 30, 2016
Option	October 1, 2016	September 30, 2018
Award Term Option 1	October 1, 2018	September 30, 2019
Award Term Option 2	October 1, 2019	September 30, 2020
Award Term Option 3	October 1, 2020	September 30, 2021
Award Term Option 4	October 1, 2021	September 30, 2022
Award Term Option 5	October 1, 2022	September 30, 2023
Award Term Option 6	October 1, 2023	September 30, 2024

(End of Provision)

**L.I-16. SAFETY AND HEALTH PLAN (NFS 1852.223-73) (NOV 2004)**

- (a) The Offeror shall submit a detailed safety and occupational health plan as part of its proposal (*See* NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.
- (b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.
- (c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:
  - 1) The work will be conducted completely or partly on premises owned or controlled by the Government.
  - 2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
  - 3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

- 4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.
- (d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.
- (e) In accordance with Section L.II-3, this documentation will not be evaluated as part of the Mission Suitability Factor.

(End of provision)

**L.I-17. GOVERNMENT PROPERTY MANAGEMENT INFORMATION (NFS 1852.245-80) (JAN 2011)**

- (a) The Offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.
- (b) The Offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.
- (c) The Offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245–81, List of Available Government Property.
- (d) The Offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The Offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245–9, Use and Charges (April 2012), and the contact information for the responsible Government Contracting Officer. The Offeror shall provide proof that such use was authorized by the responsible Contracting Officer.
- (e) The Offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.
- (f) The Offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and

estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70.

- (g) The Offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment:

Will be titled to the Government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

- (h) Existing Government property was available for review at the following locations, dates, and times: SSC March 20, 2014 & MAF March 21, 2014.
- (i) In accordance with Section L.II-3, this documentation will not be evaluated as part of the Mission Suitability Factor.

(End of Provision)

**L.I-18. LIST OF AVAILABLE GOVERNMENT PROPERTY (NFS 1852.245-81) (JAN 2011)**

- (a) The Government will make the following Government property identified in Attachment J-9, Lists 1-3, available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property, included in this solicitation. The Offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.
- (b) The Government will make the following Government property identified in Attachment J-9, List 4, available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services, as included in this solicitation. The Offeror shall notify the Government of its intention to use or not use the property as identified in DRD LS07-2.2, Government Property Management Plan.
- (c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

## **L.I-19. CONTRACT PHASE-IN**

- (a) The Government requires Phase-In to be priced separately. The Government may utilize a separate contract for Phase-In purposes. Phase-In shall not exceed eighty nine (89) calendar days (See Clause F.4, Phase-In and Phase-Out).
- (b) Office space **will be** provided by the Government during the Phase-In period. During this time, the Contractor shall not be responsible for performance of the effort described in the Performance Work Statement (PWS). It is understood that during Phase-In the predecessor Contractor will be performing the work described in the PWS.
- (c) On May 1, 2015, the Contractor shall assume full responsibility for the effort covered by the PWS.
- (d) During Phase-In, the Contractor shall participate in meetings with the predecessor Contractor to identify and discuss problems or areas requiring attention during the Phase-In period.
- (e) During Phase-In, the Contractor shall perform all activities described in the Contractor's Phase-In Plan submitted with its proposal; all activities necessary to ensure effective transfer of all effort from the predecessor Contractor; and all activities necessary to ensure readiness to assume full contract performance. The following DRDs will be finalized and approved during Phase-In and will become compliance documents as part of the SACOM contract:
  - 1) The following DRDs are to be submitted with the Offeror's Proposal:
    - i. Management Plan, Labor Relations Plan, and Total Compensation Plan (DRD PC04-1.1)
    - ii. Staffing Plan (DRD PC05-1.1)
    - iii. OCI Plan (DRD PC06-1.1) (submitted early with the Past Performance Volume) (Not evaluated as part of the Mission Suitability Factor)
    - iv. Government Property Management Plan (DRD LS07-2.2) (Not evaluated as part of the Mission Suitability Factor)
    - v. Safety and Health Plan (DRD SA01-3.0) (Not evaluated as part of the Mission Suitability Factor)
  - 2) The following DRDs are to be submitted during Phase-In:
    - i. Product Data and Life-Cycle Management (PDLM) Plan (DRD CM01-4.2)
    - ii. Facility Proposed Project Plan (DRD FA01-4.1)
    - iii. Personnel Certification and Training Plan (DRD MA04-1.1)
    - iv. Certification of Insurance Report (DRD PC02-1.1)
    - v. Contractor Purchasing Manual (DRD PC16-1.3)

- vi. Environmental Operations and Implementation Plan (DRD EN03-3.4)
  - vii. Packaging, Shipping, Receiving, and Inspection Logistics Plan (DRD LS01-2.1)
  - viii. Transportation, Moving, Hauling, and Mail Logistics Plan (DRD LS03-2.1)
  - ix. Lifting Devices and Equipment Management Plan (DRD LS06-2.1)
  - x. Propellants and Pressurants Usage and Forecasting (DRD LS12-2.2)
  - xi. Strike Plan (DRD PC18-1.1)
- (f) The Contractor shall invoice the Government for Phase-In activities only after all phase-in requirements have been completed and at the completion of the period of performance of the Phase-In. The Government's obligations under this contract will not commence until after the successful completion of the Phase-In.
- (g) The Offeror's Phase-In Plan (refer to Section L.II-5(b)(2)(v) for details), as approved by the Contracting Officer, will be included in any resulting contract.

(End of Provision)

#### **L.I-20. SUMMARY OF EXCEPTIONS**

- (a) The Offeror shall include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K), or to the information requested in Section L, in the Summary of Exceptions to be submitted with the Model Contract in Volume IV, Model Contract. The Offeror shall fully explain any deviations, exceptions, or conditional assumptions regarding any contractual requirements of this solicitation. The Offeror shall include the reason for the exception or refer to where the reason is addressed in the proposal. Any failure to clearly indicate exceptions to the proposed contract terms and conditions contained in this RFP will be construed as acceptance of them, verbatim.
- (b) The Offeror shall include any proposed changes to the RFP terms and conditions with the Summary of Exceptions and discuss the impact of the proposed changes to Volumes I, II, III and IV, as appropriate.
- (c) The Offeror is cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (*See* NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(End of Provision)

## **L.I-21. NOTICE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)**

- (a) Notice. The Contracting Officer has determined that this acquisition may give rise to an Organizational Conflict of Interest (OCI). Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5 --Organizational Conflicts of Interest. In accordance with Section L.I-13, Proposal Submission Requirements, an Offeror must submit an Organizational Conflict of Interest (OCI) Plan as part of its proposal (Volume II). The OCI Plan will not be evaluated as part of Mission Suitability. An acceptable OCI Plan (including strategies for mitigating any identified OCIs) is an eligibility requirement for consideration of the Offeror's proposal and award of the SACOM contract. As such, the Contracting Officer may communicate with any Offeror at any time during the evaluation process concerning its OCI Plan. This OCI Plan, as approved by the Government, will be included in any resulting contract as a contractual obligation.
- (b) The following is a description of potential conflicts identified by the Government and how the Government **avoided** those conflicts. These conflicts should not require further mitigation on the part of Offerors.

### **Impaired Objectivity.**

- 1) There is a concern that a successful prime contractor or first tier subcontractor having a financial interest in existing contracts or other work performed at SSC or MAF by itself or its affiliates will have a bias that may influence its exercise of subjective judgment in scheduling work under the SACOM contract. To alleviate this concern, and avoid the potential OCI, the Contractor shall schedule work for all user/tenants in the order it is received. If a request for priority is made, the Contractor will assign priority unless a priority decision is required for work for itself or its affiliate. If a priority decision is required for work for itself or its affiliate, the Contractor shall elevate to the CO and COR for disposition. For the purposes of this requirement, the term "affiliate" shall include, but not be limited to, all members of Joint Ventures and their respective affiliates. Because NASA has defined the procedure for scheduling, the Contractor's ability to exercise subjective judgment, and thus the Contractor's ability to provide a preference to itself or an affiliate when scheduling work, is removed. Consequently, the impaired objectivity OCI is avoided.
- 2) There is a concern that a successful prime contractor or first tier subcontractor having a financial interest in existing contracts or other work performed at SSC or MAF by itself or its affiliates will have a bias that may influence its exercise of subjective judgment in performing Safety, Health, and Environmental (SHE) oversight at MAF under the SACOM contract (See PWS Section 3.0). To alleviate this concern, and avoid the potential OCI, the Contractor shall not provide SHE surveillance/oversight for a user or tenant that is the Contractor or

its affiliate. Instead, the Contractor shall coordinate with the NASA MAF Office of SM&A, who will provide independent surveillance of the Contractor/affiliate user/tenant. For the purposes of this requirement, the term “affiliate” shall include, but not be limited to, all members of Joint Ventures and their respective affiliates. Because NASA will perform the Safety oversight of said company, the Contractor’s ability to exercise subjective judgment, and thus the Contractor’s ability to provide a preference to itself or an affiliate, is removed. Consequently, the impaired objectivity OCI is avoided.

- (c) Description of Potential Conflicts that the Contractor shall address in the OCI Plan. The nature of these organizational conflicts of interest is:

- 1) Biased Ground Rules. There is a concern that the successful Offeror, in performing studies, analyses, and specification/requirements under this contract, will have an unfair competitive advantage in future competitions that use or rely on this SACOM work.

Offerors shall address this potential OCI in the Plan.

Potential types of tasks which could lead to Biased Ground Rules OCI issues may include (but are not limited to):

- i. Construction Design, Facility Upgrades/Modifications
  - ii. The successful Contractor may perform studies and analyses, and develop or assist with requirement definitions.
- 2) Unequal Access to Information. There is a concern that the Contractor will acquire nonpublic information (including proprietary and/or commercially-sensitive information) in performing the SACOM contract that may provide the contractor with an unfair competitive advantage in later competitions for a Government contract. Offerors shall address this potential OCI in the Plan.

Potential types of tasks which could lead to Unequal Access to Information OCI issues may include (but are not limited to):

- i. System Engineering  
SACOM Contractor will have detailed exposure to user/tenant requirements.
- ii. Design and Analysis  
SACOM Contractor will have detailed access to user/tenant’s design and analysis data.
- iii. Fabrication, Installation, Checkout and Activation

SACOM Contractor will have detailed access to user/tenant's support and interface design data for test article hardware.

iv. Test

SACOM Contractor will have detailed access to the user/tenant's performance data and may have limited control over the user/tenant's test hardware.

v. Disassembly/Disposal

SACOM Contractor will have detailed access to user/tenant's hardware and may have insight into the actual performance of that hardware.

(d) Responsibility of Offeror.

- 1) Applying the principles of FAR Subpart 9.5, each Offeror shall assess whether it has an organizational or potential organizational conflict of interest arising from the SACOM contract. The Offeror (all entities) shall disclose the type of organizational conflicts of interest, and explain the actions or strategies it intends to use to mitigate or resolve any organizational conflicts of interest identified by the Government *and from its own assessment*. The Offeror shall provide strategy details, and previous examples/experience under contracts with NASA and other agencies. **Offerors shall disclose all relevant information regarding any actual or potential conflicts of interest.** The Offeror's OCI Plan shall adhere to DRD PC06-1.1, *OCI Plan*.
  - 2) If the Offeror's proposed action to resolve an organizational conflict of interest is not acceptable, the Contracting Officer will notify the Offeror providing the reasons why its proposed resolution is not considered acceptable and will allow the Offeror a reasonable opportunity to respond before making a final decision on the organizational conflict of interest and the Offeror's eligibility for contract award.
  - 3) The Offeror shall discuss whether it considers the use of clause H.6, NFS clause 1852.209-71, Limitation of Future Contracting, to be necessary to mitigate identified actual or potential OCIs, and describe its rationale for the decision to use or not use the clause in the resulting contract to mitigate OCI.
- (e) Discretion to determine whether an organizational conflict of interest exists, and whether each organizational conflict of interest has been adequately addressed, rests solely with the Contracting Officer.
- (f) Representation. By submission of its offer, the Offeror represents, to the best of its knowledge and belief, the Offeror has disclosed all relevant information regarding any actual or potential conflicts of interest.

- (g) Waiver. The agency reserves the right to waive the requirements of FAR 9.5, in accordance with FAR 9.503.
- (h) Resultant Contract.
  - 1) If determined by the Contracting Officer to be necessary to mitigate existing or anticipated conflicts of interest, the resultant contract will include the successful Offeror's Government-approved OCI Plan; and a clause, the same or substantially similar to Clause H.4, will be included in the resultant contract.
  - 2) If a limitation on future contracting is necessary to address an organizational conflict of interest, the resultant contract will include NFS clause 1852.209-71 entitled "Limitation of Future Contracting." (*See* Clause H.6).

(End of Provision)

## **L.I-22. SYNERGY, CONSOLIDATION, ENHANCEMENT, AND INNOVATION**

Throughout its proposal, the Offeror is encouraged to identify proposed synergies, consolidations, enhancements, and/or innovations that will enhance performance and reduce overall costs of acquired services without increasing risk of unsuccessful contract performance to the Government. Synergies, consolidations, enhancements, and/or innovations can be defined as including, but are not limited to, the originality, soundness, and feasibility of ideas or processes as they relate to the way in which the Offeror's organization will manage and perform the entire contract throughout the contract term. Each proposed synergy, consolidation, enhancement, and/or innovation shall adhere to the following ground rules: PWS requirements shall not change; both sites (SSC & MAF) shall be operated; and there shall be no use of Enhanced Use Lease agreements or Space Act Agreements (agreements required to lease space on SSC or MAF) nor any upfront investment(s) or cost(s) by the Government. The Offeror is advised that nothing in the above instructions authorizes the submission of alternate proposals. If the Offeror identifies a synergy, Consolidation, Enhancement, and/or Innovation that affects IDIQ, the offeror shall provide all the descriptive information with the exception of the cost/price information. The Offeror is advised that the Government may incorporate some or all of the proposed synergies, consolidations, enhancements, and/or innovations identified into the resulting contract, depending upon whether or not the Government determines that implementation is adequately described and will benefit the Government. The synergies, consolidations, enhancements, and/or innovations accepted by the Government at the discretion of the Contracting Officer will become binding contractual requirements and will be incorporated in accordance with Clause H.26, Synergy, Consolidation, Enhancement, and Innovation.

(End of Provision)

**L.I-23. ALL NECESSARY CLAUSE FILL-INS IN SECTIONS I THROUGH K**

Ensure compliance with RFP requirements if using the annual representations and certifications electronically via the Government controlled System for Award Management (SAM) website at <http://www.sam.gov>. Ensure the Tax Identification Number (TIN) is loaded in SAM or provided for in the proposal submission. If the CO is unable to access the SAM website to retrieve an offeror's annual representations and certifications, that offeror may, upon request by the CO, be required to submit a hard copy of their annual representations and certifications. This request will not be construed as communications or discussions with an offeror as defined by FAR 15.306.

(End of Provision)

**L.I-24. LIST OF SECTION L-I ATTACHMENTS**

The attachments for Section L are identified below: (Section L.II-7 identifies the attachments related to the Cost/Price factor)

**Section L.I-24, Table 1**

Number	Attachment Title
L.I-24A	Past Performance Questionnaire
L.I-24B	Small Business Subcontracting Plan Goals
L.I-24C	Staffing Worksheet

(End of Provision)

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## **INSTRUCTIONS FOR PROPOSAL PREPARATION**

### **L.II-1. INTRODUCTION**

- (a) A Request for Proposal (RFP) has been issued to secure proposals for providing facility services to NASA and its Resident Agencies and Commercial Tenants at the John C. Stennis Space Center (SSC) and Michoud Assembly Facility (MAF) in accordance with the performance-based requirements set forth herein.
- (b) The Government intends to make only one award as a result of this solicitation.
- (c) It is NASA's intent, by providing the instructions set forth below, to solicit information demonstrating the Offeror's competence to successfully complete the requirements specified in the PWS and to permit a competitive evaluation of the Offeror's proposal. These instructions are not, however, all-inclusive, and Offerors should therefore include in their proposals any further discussion they believe to be necessary or useful in demonstrating their ability to perform the work within the prescribed page limit identified at Section L.II-4, *Proposal Page Limitations*.
- (d) The contents of this RFP should be carefully reviewed to assure that all requirements for proposal data, detail, and supporting rationale are fully met. Failure to provide such information may be just cause to exclude that offer from further consideration for selection.
- (e) Each Offeror is cautioned to submit its best, most realistic and competitive proposal initially. An Offeror that does not reasonably address the essential requirements of this solicitation or failing to meet the other standards in section 1815.305-70 of the NFS may be considered unacceptable and NASA discontinues evaluation when a proposal is found to be unacceptable. An Offeror that does not submit its best, most realistic and competitive proposal initially could face non-selection in the event the Government makes an award from the initial proposals or could be excluded from the competitive range determination.
- (f) The PWS set forth is unclassified and proposals should be submitted accordingly. Contractor personnel working at SSC or MAF must comply with pertinent FAR, DOD, and NASA security regulations in effect at the time of contract start, including, but not limited to, Personal Identity Verification of Contractor Personnel (FAR Clause 52.204-9) – Refer to Attachment J-7 .
- (g) Information in the proposal must clearly respond to the requirements of the RFP, must consolidate information under each area discussed, and must be complete within itself. The information requested and the manner of submission is essential to permit a prompt and thorough evaluation. Referencing outside material (e.g., via a link to a website) is prohibited; this prohibition applies to all volumes of proposals submitted under this RFP. No information found at such referenced locations will

be considered in the evaluation of proposals and the selection of a successful Offeror.

(End of Provision)

## **L.II-2. GENERAL**

### **(a) Volume Organization**

- 1) The proposal shall be submitted in four (4) volumes, each in loose-leaf binders with each section appropriately tabbed and identified. Each volume shall stand-alone, provide complete coverage of the topic, and include responses to each item described in the Instructions for Proposal Preparations.
- 2) Each set of the four (4) Volumes shall identify the original from the copies and the copies shall be consecutively numbered, e.g., Volume I, copy one (1) of nine (9). For convenience, large volumes may be divided into parts, provided they are properly identified as such, e.g., "Volume II, Part I", and must adhere to all other proposal format and page limitation instructions given herein. The proposal shall be submitted in the following manner:

### **Section L.II-2, Table 1, Instructions for Proposal Preparation**

<b>Title</b>	<b>Number of Copies</b>
<b>Volume I – Mission Suitability Factor</b>	Hardcopies: (double-side print with the exception of foldouts) 1 original plus 9 copies  Softcopies: 1 original plus 9 copies CD-ROM/DVD (Electronic format)
<b>Volume II – Past Performance and Organizational Conflict of Interest (OCI) Plan</b>	Hardcopies: (double-side print with the exception of foldouts) 1 original plus 9 copies  Softcopies: 1 original plus 9 copies CD-ROM/DVD (Electronic format)
<b>Volume III – Cost/Price Factor</b>	Hardcopies: (double-side print with the exception of foldouts) 1 original  Softcopies: 1 original plus 2 copies CD-ROM/DVD (Electronic format)
<b>Volume IV – Complete Model Contract</b>	Hardcopies: (single-side print) 2 original signed SF33s 1 original plus 1 copy  Softcopies: 1 original plus 1 copies CD-ROM/DVD (Electronic format)

- 3) Transmittal Letter: A transmittal letter is to be prepared on the Offeror's letterhead. It should be brief and be signed by an official authorized to commit

the Offeror to the extent proposed, and should identify all enclosures being submitted.

- 4) Cover Pages: The first page of each volume must show the information specified in Provision FAR 52.215-1, Instructions to Offerors – Competitive Acquisition (Alternate I), Paragraph (c)(2). Paragraph (e) of FAR 52.215-1 also provides instructions relating to restriction on disclosure and use of data. The cover page of all volumes shall be marked “Source Selection Information -See FAR 2.101 and 3.104”.
- 5) Table of Contents: Each volume shall include a Table of Contents for ready reference to the page numbers of each section, figure, table, fold-out, or illustration.
- 6) RFP Reference Matrix: Each volume shall include a summary matrix cross-referencing RFP requirements including PWS (by paragraph) and proposal responses (by volume, part (if applicable), page, and paragraph) located in the Volume.
- 7) Sectional Dividers: Each volume shall be divided into sections using tabbed dividers between the sections. Each section shall start on a new page with continuing pagination (e.g., (1) to (10); (11) to (25); etc.) from the previous section.
- 8) Key Term/Acronyms. Each volume shall include a list of key terms and/or acronyms used in the proposal with their definitions.
- 9) In the event the Offeror withdraws from the competition the Government will only return the original copy and original CD-ROM/DVD of the submitted proposal to the offeror.

(b) Computerized Proposal Instructions

- 1) In addition to the number of paper copies (hardcopies), the Offeror must submit electronic copies (softcopies) of the proposal on CD-ROMs/DVDs as identified in Section L.II-2, Table 1, Instructions for Proposal Preparation. The Government may use the electronic copies in the evaluation process and may compare the electronic and paper copies. The paper copies and the electronic copies of the proposal shall be identical. If a variation in content between the paper copy and the electronic one is noted, the paper copy marked “original” shall be the primary document of record. Page count will be determined using the hard copy marked “original.” Electronic copies of the proposal shall be prepared and submitted in Microsoft Office 2010 applications (Word, Excel, PowerPoint and/or Project). Adobe Acrobat software and files in PDF format are not acceptable for any submission other than for Past Performance Questionnaires, OSHA Form 300/300A, and documents identified in Section

L.II-7 Cost/Price. **Electronic copies shall not contain hidden formulas, tables, be locked, be protected, or contain links to data not included in the electronic copy.** Text, tables, and graphics shall allow for copy and paste into other applications.

- 2) Each volume must be stored on a separate CD-ROM/DVD or set of CD-ROMs/DVDs. Each CD-ROM/DVD must reside in an individual case. If a volume extends to multiple CD-ROMs/DVDs, the Offeror shall clearly indicate the sequence number. Each CD-ROM/DVD submitted shall include an external label with the Offeror's name, date of proposal, and the solicitation number and annotated "Source Selection Information - See FAR 2.101 and FAR 3.104." Labeling of each CD-ROM or DVD, as well as each case, is required. CD-ROM/DVD numbering shall correspond with that of the original and hardcopies identified in Section L.II-2. The CD-ROMs/DVDs shall be placed in the front of each corresponding binder.
- 3) CD-ROM/DVD information must be submitted on quality media that is virus-scanned, virus-free, and error free.
- 4) Text information shall be 100% searchable. File compression shall not be used.
- 5) The Offeror shall not embed sound or video files into the proposal files and shall keep embedded graphics as simple as possible.

(End of Provision)

### **L.II-3. ADDITIONAL DOCUMENTATION**

The Offeror shall submit the following additional required documentation as part of its Model Contract Proposal – Volume IV submission (NOTE: This documentation will not be evaluated as part of the Mission Suitability Factor):

- (a) Government Property Management Information: The Offeror shall submit the information required by NFS 1852.245-80, Government Property Management Information and DRD LS07-2.2, Government Property Management Plan. The Government will review this information to determine whether or not the Offeror's proposed industry leading standards and practices and/or voluntary consensus standards are sufficient to manage property, from planning through disposition, under the circumstances of the contract. The Government will not accept risk under the Government Property clause until any findings from the Government review of the information have been adequately addressed by the Contractor. The successful Offeror shall have an approved Government Property Management Plan prior to the end of Phase-In.
- (b) Safety and Health Plan: The Offeror shall submit the information required by NFS 1852.223-73, Safety and Health Plan, and DRD SA01-3.0, Safety and Health Plan.

Although the Safety and Health Plan will not be evaluated under the Mission Suitability factor, the Government will review the submitted information to verify the Offeror's compliance with the applicable safety and health requirements. The successful Offeror shall have an approved Safety and Health Plan prior to end of Phase-In.

- (c) Organizational Conflict of Interest (OCI) Plan: The Offeror shall submit the information required by Provision L.I-21 and DRD PC06-1.1.

(End of provision)

**L.II-4. PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998)**

- (a) Proposals shall adhere to the following proposal page limitation identified below:

**Section L.II-4, Table 1**

<b>VOLUME</b>	<b>VOLUME PROPOSAL PAGE LIMIT</b>
<b>VOLUME I - MISSION SUITABILITY</b>	
Factor 1 – Mission Suitability	Not-to-exceed (NTE) 250 Pages
<b>VOLUME II - PAST PERFORMANCE</b>	
Factor 2 – Past Performance	NTE 40 pages (Exceptions to Page Count include OSHA Form 300 and 300A & Past Performance Questionnaire)
Past Performance Questionnaires	NTE 4 questionnaires for the Offeror and NTE 2 questionnaires for each Major Subcontractor
OSHA Form 300 & 300A	No Limit
Organizational Conflict of Interest (OCI) Plan (DRD PC06-1.1)	No Limit
<b>VOLUME III - COST/PRICE</b>	
Factor 3 – Cost/Price (includes information addressed in Section L.II-7)	No Limit
<b>VOLUME IV – MODEL CONTRACT</b>	
Model Contract (includes information identified at L.II-8)	No Limit

- (b) A page is defined as one side of a sheet, 8 ½" x 11", with a minimum of one (1) inch margins on all sides using not less than twelve (12)-point type Times New Roman font for standard text with normal kerning (spacing between individual characters). The proposal text shall be printed on non-glossy white paper. Non-standard text, including graphics, charts, tables, and callouts, shall be used to

supplement narrative text only and shall use no smaller than eight (8)-point type Times New Roman font. Non-standard text shall not be used to avoid the RFP page limitations (e.g., providing substantive narrative information in table format using eight (8)-point type). Illustrations, charts, other images, and pocket inserts are all included in the limitation total. All sheets (except foldouts and Model Contract, Volume IV contents to include the Government Property Management Plan, and the Safety and Health Plan) shall be two-sided; each side counts as one page. Foldouts count as an equivalent number of 8 ½" x 11" pages and shall be printed on one (1) side only. The front of the foldout shall have a page number for each equivalent 8 ½" x 11" page and the backs shall be blank and not be numbered. Foldouts shall be limited to organizational charts or cost volume. Include in the numbering: Cover Pages, Table(s) of Contents, RFP Reference Matrix, and Key Term/Acronyms. All pages within volumes (attached or in pockets, full, half-full, or blank) will be counted, except for items in paragraph (f) below. All pages shall be submitted on at least 20 lb bond (non-glossy) paper.

- (c) Each volume shall contain a page numbering convention. For all volumes of the proposal, the Offeror shall consecutively number the pages, starting with "1." A partially filled page shall count as one (1) page, and shall be numbered as such.
- (d) If final proposal revisions are requested, separate page limitations will be specified in the subsequent Government request.
- (e) Pages submitted in excess of the limitations specified in this Provision will not be evaluated by the Government and will be returned to the Offeror immediately upon discovery (See NFS 1815.204-70(b)).
- (f) No exclusions are provided from page limitations in section L.II-4 Table 1 above, except for section dividers, Past Performance Interview/Questionnaire Forms submitted by the Offeror's customer references directly to the Contracting Officer and OSHA Form 300 and 300A. Section dividers are not considered a page and will not be evaluated; therefore, Offerors shall not include substantive proposal information on section dividers.
- (g) Material deemed to belong in other volumes will be treated as such and placed at the end of the appropriate volume for purposes of Paragraph (e) above.

(End of Provision)

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## **L.II-5. MISSION SUITABILITY (VOLUME I)**

### **FACTOR 1 – MISSION SUITABILITY**

- (a) The Offeror's Mission Suitability proposal response indicates the Offeror's understanding of the requirements of the PWS, the Offeror's plan for satisfying those requirements, and the likelihood that the plan will result in effective and efficient performance.
- (b) A statement that the Offeror understands and shall comply with the requirements described in the PWS, or paraphrasing the PWS, is considered an inadequate response. Statements such as "standard procedures will be employed" or "well known techniques will be used" do not indicate a sufficient level of awareness and understanding of the PWS, and will not be considered as an effective response to the solicitation. The Offeror shall provide supporting rationale for any exceptions to be taken to the PWS. **The full contents of this volume shall follow the organization of the sections which follow, and the content shall be described in those sections. The Mission Suitability Volume shall include the following Subfactors:**
  - 1) **SUBFACTOR 1 - Technical Performance (TECH):** The Offeror's response to the Technical Performance Subfactor shall describe a proposed approach reflecting a thorough and comprehensive understanding of the technical requirements specified in the PWS at SSC and MAF. The Offeror's response must provide sufficient detail to substantiate the proposed approach. In accordance with Clause L.I-22, the Offeror is encouraged to identify and provide rationale for proposed synergies, consolidations, enhancements, and/or innovations that will enhance performance and reduce overall costs of acquired services without increasing risk of unsuccessful contract performance to the Government.
    - i. **TECH 1 – Technical Approach:**
      - a) The Offeror shall discuss each functional area of the entire PWS to the third level (e.g. 1.1.4 "Emergency Management") or the second level if there is no third level (e.g. 3.1 "Safety and Risk Management") to demonstrate a clear understanding of and provide, a detailed approach to meeting the requirements of the contract (Core & IDIQ). The Offeror shall also describe its approach for providing a "no-cost" food service.
      - b) The Offeror shall describe its approach for interface and exchange of information with NASA and numerous users/tenants located on the SSC and the MAF. The Offeror's approach shall include how the

Offeror will assess and plan for short and long-range NASA and user/tenant requirements.

- c) The Offeror shall identify the risks that are inherent in its technical approach and describe its approach to mitigating the impact of each identified risk.
- ii. **TECH 2 – Staffing Plan:** The Offeror shall describe the proposed staffing plan. The Offeror shall include in its staffing plan the information outlined below for the Offeror and all team members and/or major subcontractors. The description shall include:
  - a) The Offeror shall clearly define the proposed labor classification titles, mapping to the BLS O\*net Standard Occupational Classification and SCA Directory of Occupations, PWS area assigned, qualifications, and number of WYEs for each site for the total workforce using the Form L.I-24C, Staffing Worksheet.
  - b) The Offeror’s staffing plan shall describe its approach for recruiting, utilizing, and retaining a qualified workforce for the contract. The staffing plan shall also discuss the Offeror’s approach for retaining current personnel, including target capture rate; identify the critical skills essential to successfully perform the requirements; describe the approach for retaining critical personnel; and describe the approach for managing attrition of critical personnel. The Offeror shall provide a table delineating sources of staffing. This table shall denote the percentage of the total workforce (including team members and major and minor subcontractor personnel) that the Offeror intends to recruit from the following sources: (a) Offeror’s own resources; (b) other divisions of the company; (c) current incumbent Contractor work force (per contract); and (d) percentage each of team members, major and minor subcontractors; and (e) outside hires.
  - c) The Offeror shall describe the approach to providing the workforce flexibility (i.e., resources) necessary to accommodate short-term and long-term workload adjustments and fluctuations (increases and decreases), and changes in priority assignments in Core and IDIQ requirements at both sites.
  - d) The Offeror shall identify the risks that are inherent in its approach for staffing and describe its approach to mitigating the impacts of each identified risk.
- 2) **SUBFACTOR 2 - Management Approach (MGMT):** The Offeror’s response to the Management Approach Subfactors shall describe a thorough and comprehensive approach to managing the requirements specified in the

PWS. The Offeror's response must provide sufficient detail to substantiate the proposed approach. In accordance with Clause L.I-22, the Offeror is encouraged to identify and provide rational for proposed synergies, consolidations, enhancements, and/or innovations that will enhance performance and reduce overall costs of acquired services without increasing risk of unsuccessful contract performance to the Government.

- i. **MGMT 1 – Management Plan:** The Offeror shall identify the entity or combination of entities, which will be the Contractor, to include major subcontractors. The Offeror shall fully describe its overall Management Plan for performance of the contract. The description shall include:
  - a) A description of the overall management, organizational, and supervisory structure, including teaming arrangements, and major subcontractors that will be employed to perform the SACOM requirements. The Offeror shall describe its reporting structure and chain of command.
  - b) The Offeror shall provide a description of the management approach for planning, maintaining schedules, providing early notification of potential problems, and maintaining ongoing operations (Core & IDIQ).
  - c) The Offeror shall describe its teaming approach. The Offeror shall provide a description of its process for integrating personnel, policies, and managerial procedures to allow the Offeror to function as a seamless single entity regarding how work is controlled, reported, and reviewed.
  - d) The Offeror shall describe its approach to subcontract management, to include identifying and resolving subcontract problems/issues before they impact contract performance.
  - e) If applicable, the Offeror shall describe its approach to utilizing any proposed off-site operations and/or utilizing existing resources to perform or supplement any aspect of the requirements (Core & IDIQ), to include the response time, and procedures for establishing priority.
  - f) A description of the degree of the Program Manager's (PM) local autonomy for performing the contract and authority; the Offeror's relationship to a parent organization or subcontractor, and any decisions or approvals that will be made outside the local organization. The Offeror shall describe, as a minimum, the PM's local autonomy and authority as it relates to day-to-day operations and processes, such as:

- 1) Negotiation and signing of contract modifications.
  - 2) Acceptance of in-scope assignments.
  - 3) Providing official communication to the Government.
  - 4) Reassignment of work in response to varying workloads.
  - 5) Recruitment and hiring of required personnel in a manner consistent with task skills and schedule requirements.
  - 6) Hiring, dismissal, promotion, and demotion of personnel.
- g) The Offeror shall identify the risks that are inherent in its approach for Management and describe its approach to mitigating the impact of each identified risk.
- ii. **MGMT 2 – Key Positions and Personnel:** The Offeror shall fully describe proposed Key Management and Technical Positions and Personnel. The description shall include:
- a) Offeror shall identify and provide rational for designating Key Management and Technical Positions (including Key Positions of teaming partners and subcontractors). The Offeror shall identify and provide rational for the functional area(s) of responsibility of each Key Management and Technical Position. The Offeror shall discuss the rationale for identifying a Key Management and Technical Position as important.
  - b) Offeror shall identify Key Personnel to fill each Key Position; describe the basis for selection of Key Personnel for each key Position; and provide a summary of the attributes and qualifications (including education and experience) of Key Personnel to fill each Key Position. (NOTE: Do not submit resumes as they will not be reviewed as part of the evaluation process.)
  - c) For each Key Personnel, the Offeror shall discuss the level of commitment and availability (i.e., part time or full time status) of personnel selected. The Offeror shall describe the approach it will use to ensure continuity of service as it replaces (temporarily or permanently) the Key Personnel identified in Key Positions with qualified Personnel, if required, during the term of the contract.
  - d) The Offeror shall identify the risks that are inherent in its approach for Key Positions/Personnel and describe its approach to mitigating the impact of each identified risk.
- iii. **MGMT 3 – Total Compensation Plan (TCP):** The Offeror shall provide its TCP in accordance with FAR 52.222-46, “Evaluation of Compensation for Professional Employees”, and NFS 1852.231-71, “Determination of Compensation Reasonableness” (L.I-14). Data such as salary, labor rates,

and fringe benefits formulas, factors, and rates shall be submitted as part of the Cost/Price Volume III; the Offeror shall identify within its TCP where in the Cost Volume (e.g. Form L-4, L-5, L-14 etc.) salary, labor rates, and fringe benefits, factors, and rates are located that support the TCP. The Total Compensation Plan (including all information below) and Cost Templates (See L.II-7 Cost/Price factor) shall be provided for the prime, including team members, and all subcontractors that meet the criteria in NFS 1852.231-71(d).

- a) The Offeror's TCP shall include the information required in L.I-14, Determination of Compensation Reasonableness (NFS 1852.231-71) and the following:
  - 1) Offeror shall discuss fringe benefit policies and practices, including leave programs. Leave program description shall identify the maximum number of roll-over leave hours (sick & vacation) that will be accepted from the hours already accrued by the current employees. Discussion shall be inclusive of, but not limited to, the Offeror's policy on short and long term disability insurance and life insurance, including information on the types of benefits offered, and the Offeror's share of premium costs.
  - 2) Identification and explanation of any differences in compensation policies among prime and subcontractors identified in accordance with NFS 1852.231-71(d). The Offeror shall describe its approach to handling the potential impact of any differences in compensation packages between prime and subcontractors identified.
  - 3) Discussion of the policy for dealing with seniority and recognition of seniority if incumbents are hired, including a statement regarding the Offeror's intent with respect to salaries/wages/fringe benefits to be paid to incumbent employees. Offeror's description shall include approach to roll-over of seniority and planned escalations for exempt and non-exempt employees.
  - 4) Description of the Offeror's policy on health insurance coverage, including information on the types of health insurance benefits offered, the company share of premium costs, what co-pays are required, the deductibles, the effective date of coverage, and the anticipated escalation of insurance costs. The description shall include the Offeror's policy on assuming health insurance coverage for incumbent employees, including pre-existing medical conditions, and the Offeror's policy on spouse and family benefits.

- 5) Description of the Offeror's policy on retirement/savings plans, including how much the Offeror provides toward the plan and information on vesting. Offeror shall also address escalation and employer/employee cost sharing ratios.
- 6) Discussion of other salary payment policies, such as cost-of-living adjustments, overtime pay, holiday pay, and any other premium pay anticipated.
- 7) If uncompensated overtime is proposed, it shall be in accordance with FAR 52.237-10, "Identification of Uncompensated Overtime." If uncompensated overtime is proposed, the Offeror shall provide a discussion of the effect of uncompensated overtime on the Total Compensation Plan, and indicate whether it is voluntary or involuntary. The Offeror shall include a discussion of the effect of uncompensated overtime on retention of critical skills and provide a copy of its policy addressing uncompensated overtime.
- 8) Explanation of how wage/salary ranges were established. Supporting information shall include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations used in establishing this proposed TCP. The Offeror shall provide written support to demonstrate that its proposed compensation is reasonable.
- 9) The Offeror shall describe its commitment to compliance with the Service Contract Act, Collective Bargaining Agreements, and all wage determinations. The Offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

NOTE: Offerors are cautioned that all narrative discussion of their total compensation plan, with the exception of that narrative data needed to complete the Cost Total Compensation Worksheet, located in EPM (Form L-13), must be included in Volume I - Mission Suitability Factor of their proposal. Any narrative data concerning an Offeror's compensation plan placed in an Offeror's Cost/Price Factor Volume will be considered Mission Suitability Factor information. If such data exceeds the page limitations set forth in Provision L.II-4, Table 1, Proposal Page Limitations, it will be handled in accordance with Provision L.II-4.

- b) The Offeror shall identify the risks that are inherent in its approach for its Total Compensation Plan and describe its approach to mitigating the impact of each identified risk.

iv. **MGMT 4 – Labor Relations Plan:**

The Offeror shall fully describe its proposed Labor Relations Plan. The description shall include:

- a) The Offeror shall describe its proposed methods to promote and maintain amicable labor relations consistent with prudent business practices during the contract performance.
- b) The Offeror shall describe its approach to labor relations management including related policies and procedures; additionally, if applicable the Offeror shall detail the approach to cross-utilizing personnel between functional areas and among various physical locations. The Offeror shall also describe its approach to continuity of service in the event of a strike.
- c) The Offeror shall describe the required experience of the personnel responsible for working labor relations issues at MAF and SSC, and placement within the Offeror's organization and the level of autonomy of those personnel.
- d) The Offeror shall identify the risks that are inherent in its approach for Labor Relations and describe its approach to mitigating the impact of each identified risk.

v. **MGMT 5 – Phase-In Plan:** The Offeror shall fully describe its Phase-In Plan in accordance with L.I-19, *Contract Phase-In*. The Phase-In Plan shall include:

- a) A description of the Offeror's approach for the assumption of on-going work under the new contract, and for ensuring completeness and continuity of operations with minimal impact and disruption.
- b) A description of the Phase-In schedule (not-to-exceed 89 calendar days), including key milestones; approach to ensuring a trained workforce; the methodology for identifying and resolving issues; and any other issues deemed critical to a successful transition from the current contract.
- c) A description of interactions with the incumbent Contractor as well as the extent of involvement of Government personnel required during this period.
- d) The Offeror shall identify the risks that are inherent in its approach for Phase-In and describe its approach to mitigating the impact of each identified risk.

- 3) **SUBFACTOR 3 - Small Business Utilization (SB):** All Offerors, except small businesses, shall complete the portion of the instructions under “Small Business Subcontracting Plan” specific to the Small Business Subcontracting Plan. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be performed by a small business either at the prime level or at the first tier subcontract level. In accordance with Clause L.I-22, the Offeror is encourage to identify and provide rationale for proposed synergies, consolidations, enhancements, and/or innovations that will enhance performance and reduce overall costs of acquired services without increasing risk of unsuccessful contract performance to the Government.

All Offerors are required to respond to the Commitment to the Small Business Program as identified below at section 3(ii).

i. **SB1 – Small Business Subcontracting Plan Required by the FAR:**

- a) This solicitation contains FAR 52.219-9, Small Business Subcontracting Plan, and its Alternate II. The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with the proposal. The plan submitted with the proposal shall be incorporated in Section J as Attachment J-5 in the resulting contract.
- b) The Contracting Officer’s assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of TOTAL CONTRACT VALUE (basic and all options combined), and is as follows (NOTE: The goal in each category represents a distinct goal for that category):

CATEGORY	GOAL
Small Businesses (SB) (Overall Goal)	38.0%
Small Disadvantaged Business (SDB) Concerns	5.0%
Women Owned Small Business (WOSB) Concerns	9.0%
Veteran Owned Small Business (VOSB) Concerns	6.7%
Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns	3.0%
HUBZone (HBZ) Small Business Concerns	6.3%

- c) The numbers above reflect the Contracting Officer's assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort required by 52.219-9, Small Business Subcontracting Plan, the Offeror shall describe its rationale why the goals cannot be met and discuss its approach to include a timeline for meeting these goals and the rationale for it.
- d) Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, Offerors must perform an independent assessment of the small business subcontracting opportunities.
- e) Offerors are required to submit goals for both the Base Period and Option Periods.
- f) Offerors are advised that a proposal will not be rejected solely because the submitted plan does not meet the NASA recommended goals that are expressed in paragraph (3)(i)(b) above in terms of percentage of Total Contract Value (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall detail the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.
- g) In addition to submitting a Small Business Subcontracting Plan in accordance with Section I, FAR Clause 52.219-9, Alternate II, Offerors shall complete form L.I-24B, *Small Business Subcontracting Plan Goals*, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of a percent of Total Contract Value and a percent of Total Planned Subcontract Value.
- h) The Offeror shall identify the risks that are inherent in its approach for Small Business Subcontracting and describe its approach to mitigating the impact of each identified risk.

The following form represents an example of Subcontracting Goals as expressed in both contract value and subcontract value for a contract proposed at \$100M and estimated subcontracts of \$50M:

Form L.I-24B, SMALL BUSINESS SUBCONTRACTING PLAN GOALS (EXAMPLE)

	<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
<b>Business Category</b>	<b>Goal as Percent of Contract Value</b>	<b>Dollar Value to be subcontracted per Category</b>	<b>Goal as Percent of Subcontracting Value</b>
Small Business Concerns	25%	\$25,000,000	50%
Large Business Concerns	n/a	\$25,000,000	50%
Total Dollars to be Subcontracted	n/a	\$50,000,000	100%
<i>The following small business subcategories do not necessarily add up to the percentage and dollar amount in the “Small Business Concerns” category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.</i>			
<b>Subcategories of Small Business Concerns</b>			
Women Owned Small Business Concerns	9%	\$9,000,000	18%
Small Disadvantaged Business Concerns	5.5%	\$5,500,000	11%
Veteran Owned Small Business Concerns	2.5%	\$2,500,000	5%
Service-Disabled Veteran-Owned Small Business Concerns	1.5%	\$1,500,000	3%
HUBZone Small Business Concerns	1.5%	\$1,500,000	3%

It is recommended that Offerors first complete Column B by entering the dollar amount the Offeror proposes to subcontract to each business category and subcategory.

To complete Column A, divide the dollar amount in Column B by the total offered price of the proposal (that is, total contract value). In the example above, Column A for Veteran Owned Business Concerns = \$2,500,000 divided by \$100,000,000, or 2.5%.

To complete Column C, divide the corresponding amount in Column B by the amount in the “Total Dollars to be Subcontracted” cell in Column B. In the example above, Column C for Women-Owned Small Businesses = \$9,000,000 divided by \$50,000,000, or 18%.

Note: The “Total Dollars to be Subcontracted” amount in Column C will always be that category divided by itself (100% if any dollars are subcontracted).

ii. **SB 2 – Commitment to the Small Business Program:**

- a) All Offerors shall briefly describe meaningful work that will be performed by small businesses.
- b) If the Subcontractor(s) is known, Offerors must connect the work to the small business subcontractor and specify the extent of commitment to use the small business subcontractor(s) (enforceable vs. non-enforceable commitments). (Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)
- c) All Offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and Small Business identification. (For Large Business Offerors, this information should conform to applicable portions of your submitted Small Business Subcontracting Plan. Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)
- d) The Offeror shall identify the risks that are inherent in its approach for its commitment to Small Businesses and describe its approach to mitigating the impact of each identified risks.

(End of Provision)

**L.II-6. PAST PERFORMANCE (VOLUME II)**

**FACTOR 2 – PAST PERFORMANCE**

Past Performance indicates how well an Offeror performed on earlier relevant work and can be a significant indicator of how well it can be expected to perform the work at hand. Past Performance is to be provided in accordance with the instructions below.

**OFFERORS SHALL ENSURE THAT PHONE NUMBERS PROVIDED FOR REFERENCES ARE CURRENT AND CORRECT.**

- (a) **Content Guidelines.** The Offeror shall include in its proposal the Offeror's relevant past performance, including that of Major Subcontractors (as identified in L.I-12). Relevant Past Performance is the accomplishment of work similar in size, content, and complexity to the requirements of this acquisition. The Offeror shall provide

recent past performance information for contracts relevant (similar in size, content, and complexity) to the requirements of this acquisition involving facility services, manufacturing support, and test support services. Each Major Subcontractor shall submit relevant past performance comparable to the portion of the proposed effort it will perform. Recency is defined as performance occurring within the last three (3) years of the date of the issuance of the solicitation, except the ongoing programs must have begun no less than six (6) months from issuance of the solicitation.

- (b) For newly formed businesses (including Joint Ventures) having little or no past performance as the new business entity, the Offeror may submit the past performance of a predecessor business entity (or, in the case of Joint Ventures, the past performance of each Joint Venture partner). The Offeror shall also submit a thorough and clear explanation of why such information should be considered predictive of the Offeror's performance under a contract resulting from this solicitation and, if applicable, the Offeror (i.e. Joint Venture Partners) shall demonstrate a history of successfully performing Joint Ventures.
- (c) Offerors which are subsidiaries or affiliates of other business entities may submit the past performance of such other business entities for consideration but such past performance shall only be considered to the extent that the proposal clearly demonstrates that the resources (e.g. financial resources, overall oversight and management, or other resources) of the other companies will meaningfully affect the performance of the proposed contract.
- (d) Offeror shall layout the contents of this Volume to follow the organization of the sections, which follow, and the content shall be described in those sections.
- (e) Past Performance History. The Offeror shall provide, at a minimum, the following information as part of its Past Performance Volume to demonstrate the relevance of its recent past performance, and to facilitate the evaluation of past performance as a whole and as related to the requirements of the proposed contract. The Offeror shall provide the written consent of each proposed Major Subcontractor to allow NASA to discuss the Subcontractors' past performance with the Offeror.
  - 1) The Offeror shall provide a description of its team's relevant past performance history in meeting the requirements of Attachment J-1 PWS. The combined total of the Offeror's and proposed major subcontractors' past prime/subcontract experience shall be limited to no more than four (4) reference contracts for the Offeror and no more than two (2) reference contracts for each Major Subcontractor for which performance occurred within the last three (3) years. Past Performance with Government contracts is preferred, but not required. The Offeror and Major Subcontractors cannot submit Past Performance references that identify the Offeror (including Joint Venture Partners and teammates) or a Major Subcontractor as the customer (i.e. Offerors, Major Subcontractors, and other Team Members cannot provide past performance references for each other).

- 2) The Offeror shall consider the following similarities to the SACOM effort in making their assessment of relevance:
    - i. Types of services provided (Content). Emphasis should be placed on the following technical and management areas that are similar to the requirements identified in Attachment J-1 PWS (the below shall not be construed as an indication of the order of importance):
      - a) Engineering Services
      - b) Institutional Services
      - c) Site Operations and Maintenance
      - d) Logistics and Transportation
      - e) Manufacturing Support
      - f) Test Support and Implementation
      - g) Contract Management
    - ii. Size (e.g., dollar value per year, total dollar value and number of WYEs).
    - iii. Complexity of the contract (e.g., work performed at multiple sites & hybrid contract type).
  - 3) The Offeror, shall provide contract general information for all references.
    - i. Customer's name, address, email, and telephone number of both the lead contractual and technical personnel. Please verify the telephone numbers provided are current and correct.
    - ii. Contract number, type, and total original and present or final contract value.
    - iii. Date of contract, place(s) of performance, and delivery dates or period of performance.
    - iv. Method of acquisition: Competitive or Noncompetitive.
    - v. Nature of award: Initial or Follow-on.
    - vi. Number of subcontractors.
- (f) **For each reference contract identified in Section (e)**, the Offeror shall provide a brief description of contract work and how that work is relevant (similar in size, content, and complexity) to the proposed effort or portion of the effort to be performed by the Offeror, teaming partner or Major Subcontractor. It is not sufficient to state that it is comparable in size, content, and complexity. The Offeror shall provide rationale supporting its assertion of relevancy and demonstrating that the work is comparable to this procurement. The Offeror shall identify the portion of the effort that will be performed by the Offeror (including each Joint Venture partner, if applicable), each teaming partner, and each Major Subcontractor. In addition to this information, the Offeror shall input the past performance in the matrix provided in Section L.II-6, Table 1, Sample PWS Past Performance Matrix, in accordance with the instructions provided in paragraph (g) below. The Offeror shall also provide the additional requested information for each reference contract:

- 1) Subcontracting Plan. A statement of the Offeror's small business participation (e.g. targets, record) (e.g. Electronic Subcontracting Reporting System (ESRS)).
  - 2) Safety.
    - i. List all safety and health insurance carriers that have underwritten each referenced contract.
    - ii. Provide an Experience Modification Factor (EMF), a current point of contact and a current telephone number for each of the insurance carriers listed. The Offeror shall authorize the listed insurance carriers to respond to Government inquiries recording the Offeror's past safety performance.
    - iii. Provide the Days Away Restricted Transfer Rate (DART) and Total Reportable Injury Rate (TRIR) including the associated Standard Industrial Classification (SIC) Code or North American Industry Classification System (NAICS) Code.
    - iv. Copies of a redacted version of the U. S. Department of Labor OSHA Log of Work Related Injuries and Illnesses – OSHA Form 300, and the Summary of Work Related Injuries and Illnesses-OSHA Form 300A. Provide a statement and explanation of all OSHA citations provided.
  - 3) Environmental. Provide a statement and explanation of all Federal, state, and local environmental violations. Give specific location(s), agency or company, point of contact, and current phone numbers related to each citation.
- (g) Offerors shall present a summary of relevant past performance information in matrix form as described by the Section L.II-6, Table 1, Sample PWS Past Performance Matrix, below in order to match past performance information with the sections of the PWS. Offerors are advised that the matrix is a summation of the reference contracts identified in Section (e) above. The required matrix information below is only provided as an example. In the first column of this matrix, insert the Contract Identifier – either a contract number, customer name, or other unique identifier that clearly identifies the contract and matches it with the past performance information submitted pursuant to the above instructions in Section (e). In the other columns of the matrix, indicate the work the Offeror has performed that is similar or related to each element of the current requirement as presented in the matrix (if applicable, please identify the appropriate PWS level, e.g. 5.4). If the Prime or its subcontractor references performed as a prime Contractor, insert a “P” in the appropriate block. If the Prime or its subcontractor references performed as a subcontractor, insert an “S” accompanied by a subscript number to indicate the subcontract tier.

**Section L.II-6, Table 1, Sample PWS Past Performance Matrix**

<b>SACOM Performance Work Statement (PWS)</b>							
<b>Contract Identifier</b>	<b>ENTIRE PWS</b>	<b>PWS Sec. XX</b>	<b>PWS Sec. XX</b>	<b>PWS Sec. XX</b>	<b>PWS Sec. XX</b>	<b>PWS Sec. XX</b>	<b>PWS Sec. XX</b>
USAF/DD46329-13-D-0219		P			P	P	
NASA/JAS5-019865			P		P	P	
EPA/S-95632			S <sub>1</sub>	S <sub>1</sub>	S <sub>1</sub>		
DOT/M-649845		S <sub>2</sub>		S <sub>2</sub>		S <sub>2</sub>	

- (h) Past Performance References: A Past Performance Questionnaire is provided as Form L.I-24A, Past Performance Questionnaire, and attached to this solicitation. The Offeror shall complete the Offeror fill-in sections of the questionnaire and forward this questionnaire to the contracting and technical representatives of the appropriate customer for final completion in accordance with the directions on the questionnaire. The Offeror's Past Performance Volume shall include a summary of all customers to whom it has provided a Past Performance Questionnaire Form. This summary shall match the responses identified in (e) of this provision. The Offeror shall request the customer references to fully complete the questionnaire and return it as identified on the questionnaire by the date and time that Volume II submittals are due. Ensuring that questionnaires are completed and provided to the proposal delivery address on time is the sole responsibility of the Offeror. The Offeror may permit its customers to transmit the Questionnaire responses via email, directly to the Contracting Officer. However, the Government cannot guarantee security of email submissions. Additional instructions for completing the Past Performance Questionnaires are contained on the form. NASA may verify the information submitted with the references provided.
- (i) The Offeror shall provide the additional below information that has occurred in the last three (3) years for **both referenced (in Section (e)) and non-referenced contracts**:
- 1) Termination. Provide a list of any contract(s) and major subcontract(s) held by the Offeror, joint venture partner, teaming partner, or Major Subcontractor that were terminated (partial or complete) for default. Include the contract number, name, address, and telephone number of the terminating officer. Include contracts that were "descoped" by the customer because of performance problems.

- 2) Labor Relations. Provide examples of prior contracts held by the Offeror, joint venture partner, teaming partner, or Major Subcontractor that included requirements for labor relations activities such as contract negotiations, grievance levels, and strike mitigation. If applicable, the Offeror shall provide examples of situations where the Offeror has successfully maintained ongoing operations in the event of a work stoppage. If applicable, the Offeror shall identify and explain resolution of any strikes against it, any Service Contract Act violations, and any issues with CBA compliance, enforcement, and/or implementation.
- (j) Independent Past Performance Information. The SEB will consider relevant information provided by the Offeror including past performance information for Joint Ventures partners, teammates, and Major Subcontractors, and may consider independently obtained information from Government sources (e.g. Past Performance Information Retrieval System (PPIRS)), and non-Government sources, in assessing the Offeror's Past Performance. While NASA may elect to consider data obtained from other sources, Offerors retain the burden of providing relevant references that NASA can readily contact and for presenting information establishing the relevance of their past performance to NASA's requirements under this solicitation.

(End of provision)

## **L.II-7 COST/PRICE (VOLUME III)**

Instruction for Preparation of the Cost/Price Proposal:

Note: The Offeror shall demonstrate in the cost/price proposal that an adequate accounting system is in place.

### **FACTOR 3 – COST/PRICE**

The intention of this solicitation is to obtain the work described in the PWS by means of a Firm-Fixed-Price (FFP) Phase-In; FFP PWS 5.0\*; Cost Plus Incentive Fee (CPIF) PWS 1, 2,3,4, and 6;\* an IDIQ with FFP or CPIF work/task orders; and all potential options to include Award Term Options and the Option to Extend under FAR clause 52.217-8.

\*PWS subset areas identified as "IDIQ only" are not included in the core CLINS.

#### **(a) Part 1 – General Information.**

- 1) **Supporting Data for Information Other Than Cost and Pricing Data.** The Contracting Officer has determined there is a potential for adequate price competition in this procurement. The proposals are not required to have certified cost or pricing data however, the proposals must provide sufficient detail to allow direct and indirect rate verification. Comprehensive audits of the Offeror and any of the subcontractor's proposals may occur as part of the cost realism analysis. The decision to perform comprehensive audits will be made

on a case-by-case basis upon receipt of the proposals. If at any time during this competition the Contracting Officer determines that adequate price competition does not exist; Offerors may be required to submit certified cost and pricing data.

- 2) If applicable, prospective subcontractors shall submit proprietary cost data in a sealed envelope through the Prime Offeror or directly to the Government. The Prime Offeror is responsible for submitting a comprehensive proposal including all required subcontractor proposals.
  - 3) Major Subcontract (Cost/Price Definition Only) is a subcontract at \$5,000,000 and above over the contract life or \$530,786 or above per year based on 9 years and 5 months (including IDIQ). A minor subcontractor is a subcontract at \$4,999,999 and below over the life of the contract or \$530,785 or below per year. The definition of “subcontractor” shall include an Offeror’s interdivisional and/or intercompany effort.
  - 4) All Offerors and subcontractors, whether major or minor, with a contract value of \$500,000 and above per year shall submit a Total Compensation Plan as required under FAR provision 52.222-46 and supplemented by NFS provision 1852.231-71. The Total Compensation Plan *excluding* cost information is submitted in the Mission Suitability Volume I. The cost information supporting the narrative Total Compensation Plan is presented in Cost/Price Volume III. In accordance with NFS provision 1852.231-71(d), if the prime Offeror has obtained competition on a firm-fixed price subcontract, then the Total Compensation Plan from that firm-fixed price subcontractor will not be required. However, the prime shall submit evidence of its competition of the firm-fixed price subcontract and how it was selected in its cost volume under Basis of Estimate, Subcontract Analysis.
  - 5) Uncompensated Overtime is the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.
  - 6) Work Year Equivalent (WYE) is defined as follows: the proposed productive hours needed to comprise one (1) average full-time employee. A WYE may be comprised of one (1) employee or several part-time employees.
- (b) Part 2—Form and Format: In addition to Section L.II-2 Requirements:
- 1) The term “Offerors” includes Major Subcontractors (as defined in L.II-7(a)(3)), unless instructions specify otherwise.

- 2) Offerors shall not include Mission Suitability Volume I proposal data in with the Cost/Price Volume. It will be counted against Volume I page limitations.
  - 3) Cost/Price proposals shall be submitted using Government Excel pricing templates of the Excel Pricing Model (EPM) L-II-7 EPM Attachment 1 except where company forms are authorized in solicitation. Costs for the Firm-fixed Phase-In CLIN shall be submitted on Offeror's company form. All electronic copies of the cost/price volume shall contain the calculation formulas and links to all data used in preparation of the cost proposal. Offeror's proposal shall be formula enabled and easily usable by evaluators in performing probable cost calculations if necessary.
  - 4) Detailed cost and pricing information is considered all completed Excel Pricing Model (EPM) Workbooks and respective templates/forms traceable to the CLIN level in Section B pricing. It includes all the Cost/Price Proposal Content identified in Section L.II-7(c). Offerors are to price the phase-in, base period and all potential option periods (including Award Term Options and 52.217-8 Option to Extend) in the EPM workbooks or on Offeror's company forms where permitted in solicitation. Under the potential Option to Extend 52.217-8, the Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option clause may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. Offeror's proposed price/cost for each contract CLIN should encompass the possibility the Option to Extend under 52.217-8 may be exercised at Contracting Officer's discretion for the purpose of extending any stated contract period.
  - 5) The Offeror shall propose, on a contract year basis, costs associated with the requirements of the PWS and comply with applicable FAR, NFS, and governing statutory requirements in real year dollars.
  - 6) All dollar amounts provided shall be rounded to the nearest dollar. All labor rates shall be rounded to the nearest penny, \$xx.xx. All rates (indirect percentages) shall be to the second decimal place, xx.xx percent.
- (c) Part 3—Cost/Price Proposal Content: Offerors' proposal shall include the following:
- 1) **Cover Page.** In addition to a Table of Contents, Offerors shall provide the following information on the cover page of the cost proposal:

- i. Solicitation number
  - ii. Name, address, and telephone number of Offeror
  - iii. Name, title and telephone number of Offeror's point of contact
  - iv. Type of contract, place(s) and period(s) of performance
  - v. The total proposed cost inclusive of firm-fixed price contract line items, cost plus incentive fee contract line items, fee at the maximum fee level, and the Government plug number for IDIQ contract line items for base and all option periods (including Award Term Options).
  - vi. Name, address, telephone and fax number of the Government cognizant contract audit office (DCAA)
  - vii. Name, address, telephone and fax number of the Government cognizant contract administration office (DCMA)
  - viii. Name and title of authorized representative of the company, and date of submission.
- 2) **DD Form 1861 Facilities Capital Cost of Money (FCCOM).** Each Offeror shall clearly identify FCCOM if it chooses to include it in its proposal (reference FAR 52.215-16, Facilities Capital Cost of Money). If FCCOM is not proposed, FAR Clause 52.215-17, Waiver of Facilities Capital Cost of Money, will be included in the contract.
- 3) **Financial Accounting Standard (FAS) 13 Analysis.** Offeror shall identify facilities and capital equipment proposed to be utilized during contract performance that is classified as a lease, as operating or capital. If Offeror (prime or major subcontractor as defined in Section L.II-7) is classifying a lease as operating or capital, a FAS 13 analysis required by FAR 31.205 and FAR 31.205-36 is required.
- 4) **Disclosure Statement.** Offeror shall provide a copy of their most recent Disclosure Statement deemed adequate by cognizant ACO. Any Disclosure Statements in the process of adequacy determination shall be submitted in addition to the latest Disclosure Statement determined adequate by cognizant ACO. Joint Ventures shall submit a disclosure statement in accordance with their teaming agreement.
- 5) **Phase-In.** Offeror's proposal for phase-in submitted on Offeror's company form shall be broken down by labor classification, labor rate, number of hours, OICs, ODCs, G&A, profit, total, and traceable to the Phase-In CLIN in Section B Table.
- 6) **Electronic Pricing Forms (EPM): (See L.II-7 Attachment 1).** Unless stated otherwise, the EPM templates/forms are required for each prime Offeror, major subcontractor, teaming partner, and joint venture partner (in accordance with joint venture agreement). Any subcontractor, major or minor, meeting the criterion for submission of a Total Compensation Plan will complete forms determined necessary for Total Compensation Plan evaluation. EPM

Forms /Templates shall be formula enabled and ready for use by evaluators in performing probable cost adjustment calculations if necessary. The EPM Templates/Forms have been identified in a hierarchal manner with the summary levels first. The higher numbered forms build and feed the information to the lower numbered forms; therefore, it is recommended that Offerors commence with L-4 Form and/or higher numbered form.

If a prime is planning to utilize a subcontractor to support IDIQ only, and not for any of the PWS work covered under the core FFP or core CPIF CLINs, the following forms are required in addition to L-4 LHRT and any supplemental L-4 forms: L-14 IDIQ, Exhibit B; L-5 FBAT, Fringe Benefit Analysis Template; L-6 IRST, Indirect Rate Summary Template; L-11 IRT, Indirect Rate Template; L-12 GAT, G&A Template; and L-13 Compensation Policies.

- i. **L-1 (OneNASA –TCPWST)\*.** Total Cost by Performance Work Statement Template. Offeror shall total all combined costs associated with L-1a SSC TCPWST and L-1b MAF TCPWST. Costs shall be traceable to Section B pricing schedule CLIN. Core \$7M/year plug number (prorated for periods less than 12 months) consists of 60% purchases (neither G&A nor fee-bearing applicable). The other 40% is customer/tenant service requests below \$5K (G&A applied to ODCs in accordance with Offeror's disclosure statement; No fee on ODCs and no fee on applied G&A). IDIQ plug number CLIN (FFP and CPIF) covering the span of 9 years and 5 months is \$702,000,000. The Core plug number as well as the IDIQ plug number is all inclusive of costs, overhead, plus applicable G&A and fee when authorized. The Plug numbers are the totals for both sites combined.

\*Due to varying accounting systems and application of G&A in disclosure statements, Offerors have the following options:

Utilizing the Government's EPM L-1 series forms, (e.g. L-1 OneNASA-TCPWST, L-1a SSC-TCPWST, L-1a SSC PWS1.0 through PWS6.0, L-1bMAF-TCPWST, L-1b MAF PWS 1.0 through PWS6) by adding rows to accommodate the Offeror's accounting system.

OR

Developing its own L-1series forms identified above in the same format and containing all the required data of the NASA EPM L-1series forms.

Either way, the information provided on form series L-1 must pull from cost information utilizing the solicitation's EPM Forms L-4, L-5, L-6, L-7, L-8, L-9, L-10, L-11, L-12 and L-15 as applicable. (Formulas must be present and easily usable within forms.)

Form L-1 series must pull blended or unblended classification data from the respective sites' Form L-4 LHRT series. (Formulas must be present and easily usable within L-4 series forms.)

- a) **L-1a (SSC-TCPWST).** SSC Total Cost by Performance Work Statement Template. Offeror shall identify all costs to the 3<sup>rd</sup> level on most Performance Work Statement areas as indicated. Note: Except PWS areas designated as IDIQ only, PWS 1,2,3,4, and 6 are costs associated with Cost-Plus-Incentive-Fee CLINs and PWS 5 are costs associated with Firm-fixed priced CLINs. Offeror shall consolidate and total all SSC PWS 1-6 on this form excluding PWS areas designated as IDIQ only.
1. **L-1a SSC PWS1.0. (Cost-Plus-Incentive-Fee)** Offeror shall provide all applicable cost data. (Cost-Plus-Incentive-Fee)
  2. **L-1a SSC PWS 2.0. (Cost-Plus-Incentive-Fee)** Offeror shall provide all applicable cost data. (Cost-Plus-Incentive-Fee)
  3. **L-1a SSC PWS 3.0.(Cost-Plus-Incentive-Fee)** Offeror shall provide all applicable cost data. (Cost-Plus-Incentive-Fee)
  4. **L-1a SSC PWS 4.0. (Cost-Plus-Incentive-Fee)** Offeror shall provide all applicable cost data. (Cost-Plus-Incentive-Fee)
  5. **L-1a SSC PWS 5.0. (Firm-Fixed-Price)** Offeror shall provide all applicable cost data.
  6. **L-1a SSC PWS 6.0. (Cost-Plus-Incentive-Fee)** Offeror shall provide all applicable cost data. (Cost-Plus-Incentive-Fee)
- b) **L-1b (MAF-TCPWST).** MAF Total Cost by Performance Work Statement Template. Offeror shall identify all costs to the 3<sup>rd</sup> level on most Performance Work Statement areas as indicated. Note: Except PWS areas designated as IDIQ only, PWS 1,2,3,4, and 6 are costs associated with Cost-Plus-Incentive-Fee CLINs and PWS 5 are costs associated with Firm-Fixed-Priced CLINs. Offeror shall consolidate and total all MAF PWS 1-6 on this form excluding PWS areas designated as IDIQ only.
- 1) **L-1b MAF PWS 1.0. (Cost-Plus-Incentive-Fee)** Offeror shall provide all applicable cost data. (Cost-Plus-Incentive-Fee)
  - 2) **L-1b MAF PWS 2.0. (Cost-Plus-Incentive-Fee)** Offeror shall provide all applicable cost data. (Cost-Plus-Incentive-Fee)
  - 3) **L-1b MAF PWS 3.0. (Cost-Plus-Incentive-Fee)** Offeror shall provide all applicable cost data. (Cost-Plus-Incentive-Fee)
  - 4) **L-1b MAF PWS 4.0. (Cost-Plus-Incentive-Fee)** Offeror shall provide all applicable cost data. (Cost-Plus-Incentive-Fee)
  - 5) **L-1b MAF PWS 5.0 (Firm-Fixed-Price)** Offeror shall provide all applicable cost data.
  - 6) **L-1b MAF PWS 6.0 (Cost-Plus-Incentive-Fee)** Offeror shall

provide all applicable cost data. (Cost-Plus-Incentive-Fee)

- ii. **L-4 (LH-RT) Labor Hour-Rate Template** (Complete L-4 for SSC marked as L-4a and one L-4 for MAF marked as L-4b) All Offerors (prime and subcontractors) meeting the criterion for submission of a Total Compensation Package under FAR provision 52.222-46 and supplemented by NFS provision 1852.231-71 shall complete this form. Form requires all Offerors to identify:
- a) Labor classifications: Offerors must map their proposed **nonexempt labor classification's job description** to the Service Contract Act Directory of Occupations <http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/SCADirectVers5.pdf> labor classification **job description based upon the description of the duties performed.** Most, if not all, DOL wage determination and CBA covered labor classifications are included in this directory. In the event the nonexempt labor classification is not in the DOL wage determination, the position will require conformance in accordance with SCA conformance procedures. Offerors shall map **exempt labor classifications' job descriptions** to the DOL Standard Occupational Classifications, <http://www.onetonline.org/>, **job description based upon the description of the duties performed.** **Note:** The job titles in the SSC FOSC Jacobs/ele/Core/SRC & Local 2249 AFL-CIO CBA have been mapped to the SCA Directory of Occupations job classifications based upon description of duties performed. *See L.II-7, Attachment 2.* The purpose in doing so is to aid Offerors in identifying CBA covered job descriptions as the job titles may be misleading.
  - b) Exempt, nonexempt or CBA status,
  - c) Productive labor hour(s),
  - d) Work year equivalents (WYE),
  - e) Hourly rates (straight time, overtime and shift differential.) **Note:** Nonexempt labor rates shall comply with the appropriate CBA or SCA wage determination as appropriate. The required mapping to the SCA Directory of Occupations or to the Standard Occupational Classifications is for job descriptions only.
  - f) Exempt and nonexempt labor wage range
  - g) Offerors are required to demonstrate compliance with the applicable DOL WD and CBA wage rates included in this solicitation,
  - h) Calculated annual costs and total summary cost.
  - i) All data is itemized to the PWS 3<sup>rd</sup> level as indicated on the L-4 (LH-RT) Template. The Prime Offeror's LH-RT template and summary shall include all subcontractor(s) information segregated and identified by prime name and subcontractor's name. Offerors are to insert rows in the worksheet for each proposed labor classification corresponding to its appropriate PWS level.

- j) Use of Blended Rates: If Offeror is proposing to use blended rates for Core PWS, SSC L-4a or MAF L-4b must include all base rates including all base rates applicable to proposed blended rates if not already included in SSC L-4a or MAF L-4b. The Offeror must develop and submit a Form identified as L-4a-1 for Stennis and L-4b-1 for MAF. SSC L-4a-1 and/or MAF L-4b-1 will be used to price any blended rate proposed. SSC L-4a-1 and/or MAF L-4b-1 must explain and illustrate how the blended rate is calculated. The explanation must include but is not limited to:
1. Proposed classification,
  2. Status, e.g. Exempt, CBA, SCA WD,
  3. Proposed nonexempt classification's job description mapped to SCA Directory of Occupation for CBA and SCA WD classification job descriptions. Exempt classification job description mapped to DOL Standard Occupational Directory,
  4. Identified as either prime or subcontractor
  5. Base rate of each of the classifications being proposed for blending. (The base rate is the rate proposed for the classification if it were not blended),
  6. Percentage each classification weighs in the blended rate and breakout of all other direct and/or indirect costs used in developing the "blended classification" base rate.
  7. Government EPM forms SSC L-1a and MAF L-1b must pull the classification's blended rate to the appropriate PWS level and contract period from the calculations on Offeror's developed SSC L-4a-1 and MAF L-4b-1. Form L-1a/b series forms must pull the required data from L-4a, L-4b, L-4a-1 or L-4b-1 where applicable overhead, G&A and fee are applied when authorized.
  8. Offeror shall also follow J.1 through J.7 for "blended IDIQ only" classification rates. Form L-14 IDIQ shall use blended rates calculated from SSC L-4a-1 and MAF L-4b-1 to complete the computations of the fully burdened labor rate with fee and without fee.
- k) For IDIQ only classifications, Offeror shall complete the applicable PWS level identified as IDIQ with all the information on the appropriate SSC L-4a or MAF L-4b stopping at WYE column. The labor rates on the L-4a and L-4b shall be the unburdened rates. The applicable site's L-14 shall draw from the base rate provided on the appropriate site's L-4 to calculate the fully burdened rate with and without fee.
- iii. **L-5 (FBAT) Fringe Benefit Analysis Template** (Complete L-5 for SSC and MAF, both sites are identified on L-5); Offeror shall identify the composition of the fringe benefit expense pool and the application base amount. All Offerors (prime and subcontractors) meeting the criterion for submission of a Total Compensation Package under FAR provision

52.222-46 and supplemented by NFS provision 1852.231-71 shall complete this form. **Note:** Nonexempt labor benefits shall comply with appropriate CBA or SCA wage determination as appropriate.

- iv. **L-6 (IRST) Indirect Rate Summary Template:** (Complete L-6 for SSC and MAF, identify the site to which the indirect rate applies if there are separate indirect rates) Offeror shall summarize all indirect rate categories by site separately (SSC and MAF) and by contract year.
- v. **L-7 (SCCT) Subcontractor Cost Template** (Complete L-7 for SSC marked as L-7a and one L-7 for MAF marked as L-7b.) Offeror shall provide the costs (including fee) for each subcontractor. Offerors are to insert rows in the worksheet for each major subcontractor or minor subcontract.
- vi. **L-8 (MCT) Material Cost Template** (Complete L-8 for SSC marked as L-8a and one L-8 for MAF marked as L-8b) Offeror shall identify, to the specific PWS level, all material it will furnish to perform services. **Note:** IDIQ materials will be priced with individual work/task orders and are included in the Government provided IDIQ plug number. Material as a direct cost along with its applied indirect rate shall be non-fee bearing.
- vii. **L-9 (TCT) Travel Cost Template** (Complete L-9 for SSC marked as L-9a and one L-9 for MAF marked as L-9b). Offeror shall identify travel costs by contract year. Offerors are to insert rows in the worksheet for each travel item at the specific PWS level, and summarize the costs by contract year. Travel as a direct cost along with its applied indirect rate shall be non-fee bearing.
- viii. **L-10 (ODCT) Other Direct Cost Template** (Complete L-10 for SSC marked as L-10a and one L-10 for MAF marked as L-10b) Offeror shall identify proposed other direct costs not included under L-8 Material or L-9 Travel by contract year. Offerors are to insert rows in the worksheet for each ODC item at the specific PWS level and summarize the itemized costs by contract year for data transfer to L-1a for SSC and L-1b for MAF. Other Direct Costs and applied indirect rate (obtained through prime or subcontractor) including but not limited to materials, supplies, equipment, software licenses, training and travel are non-fee bearing.
- ix. **L-11 (IRT) Indirect Rate Template.** Any indirect cost pools applicable to the contract as appropriate for the Offeror's accounting system. Complete for each proposed indirect rate for SSC and/or MAF and label as L-11a for SSC and L-11b for MAF identifying the indirect rate name. If the Offeror proposes that a consolidated effort between the two sites will be predominately located at one site over the other site; the Offeror shall identify the proposed synergy between the two sites and the Offeror shall

provide a method of allocating the costs associated with that effort to both sites on the basis of relative benefits received or other equitable relationship. The Offeror shall provide the basis and the rationale of the costs in the pool and base costs. In order to facilitate verification of the proposed rates and factors, if the contract year overlaps two contractor accounting years, the Offeror shall provide a separate explanation of expense pool, allocation base, and resulting indirect rates for each contractor accounting year that is mapped to arrive at the proposed rate by contract year. Provide indirect cost/base history including both the forecasted and actual expense pool and application base amounts for the prior three years. Forms will be numbered L-11a-1, L-11a-2 etc. as needed to account for all SSC proposed rates and L-11b-1, L-11b-2 etc. as needed to account for all MAF proposed rates.

- x. **L-12 (GAT) General & Administrative Template** shall identify the composition of the burden pool for the proposed General and Administrative (G&A) rate and application bases. In order to facilitate verification of the proposed rates and factors, if the contract year overlaps two contractor accounting years, the Offeror shall provide a separate explanation of expense pool, allocation base, and resulting indirect rates for each contractor accounting year that is mapped to arrive at the proposed rate by contract year. Offeror shall provide G&A history including both the forecasted and actual expense pool and application base amounts for the prior three years.
- xi. **L-13 Compensation Policies. Staffing and Total Compensation Sub-factor reasonableness is evaluated in Mission Suitability Factor.** No cost information is allowed in the Mission Suitability volume and no technical information is allowed in the Cost volume. Offerors shall complete EPM Form L-13 Compensation, briefly synthesizing the compensation provided between Exempt, SCA WD and CBA covered employees, highlighting the differences between the categories and include Form L-13 in the Cost Volume.
- xii. **L-14 IDIQ EXHIBIT B, Fully Burdened Labor Rates.** Offeror is required to identify and include all base labor classifications (Core and IDIQ only) and unburdened rates on SSC L-4a and MAF L-4b. If Offeror chooses to propose blended rates for the IDIQ; the Offeror must develop and submit a Form identified as L-4a-1 for Stennis and L-4b-1 for MAF. SSC L-4a-1 and/or MAF L-4b-1 will be used to price any blended rate proposed for IDIQ (see Section L.II-7(c)(6)(ii)(j) above).

Offeror shall complete an L-14 for SSC marked as L-14a and an L-14 for MAF marked as L-14b. Offeror shall propose for each classification proposed in PWS 1 through 6 the buildup of the fully burdened labor rate to include the "base" labor rate and all applicable burdens without

profit/fee and also with profit/fee. The classifications and fully burdened labor rates for PWS 4.3 Technology Development, PWS 4.4 Construction Support, PWS 4.5 Testing Services and Support, 4.6.2 Operations of Shared Manufacturing Areas/Resources, and 5.5.7 NASA's Visitors Center (all noted in PWS as IDIQ only) are strictly limited to the labor classifications and rates proposed in the Core CLINs. The fully burdened rate (with and without fee/profit) for each IDIQ classification must match the rates proposed in the Firm-Fixed-Price and Cost-Plus-Incentive-Fee CLINs for each year.

For those "IDIQ only" labor classifications associated with PWS 1.4 Business Development, 2.1.4 Marine Transportation, Handling and Maintenance, and 5.6 Education, not already included in the Core Firm-Fixed Price or CPIF CLINs, Offeror is required to identify the proposed classifications and base rates on the appropriate L-4. If Offeror chooses to propose blended rates for the "IDIQ only"; the Offeror must develop and submit a Form identified as L-4a-1 for Stennis and L-4b-1 for MAF. SSC L-4a-1 and/or MAF L-4b-1 will be used to price any blended rate proposed for IDIQ (see Section L.II-7(c)(6)(ii)(j) above). The classifications and base rates for Form L-14 shall be populated with the classifications and rates from the appropriate L-4 or, for blended rates L-4a-1 or L-4b-1, and shall include the buildup of the fully burdened rates (with and without fee/profit) on Form L-14. L-14 IDIQ EXHIBIT B will be included in any resultant contract for the pricing of IDIQ CLIN work. The Government is under no obligation to issue a task order utilizing either singularly or cumulatively every labor classification proposed on Form L-14, IDIQ and included in J-1 PWS Attachment B.

If Offeror proposes subcontractor performance for IDIQ work, in addition to Form L-14 stated above, the following forms are required: L-4, L-5, L-6, L-11, L-12, and L-13; however, if subcontractors' data is considered proprietary such data must be submitted by each subcontractor directly to NASA no later than the date and time specified in the instructions for receipt of offers for this solicitation.

- 7) **Basis of Estimate (BOE)**. The BOE shall exclude any information that belongs in the Mission Suitability Volume I.
  - i. **Assumptions**. The Offeror shall describe the assumptions, including deviations and conditional assumptions, it made in developing its cost/price associated with this RFP.
  - ii. **Productive labor hours**. Offeror shall describe and illustrate its calculation of proposed productive labor hours associated with one (1) man-year of (WYE) effort. The productive labor hours shall take into account vacations, personal time-off, and holidays stipulated in Collective

Bargaining Agreements (CBA) and Department of Labor Wage Determinations (WD) included in the solicitation as well as Offeror's proposed exempt employees.

- iii. Labor hours. Offeror shall provide a narrative explaining its basis for its proposed estimated labor hours for each of the classifications down to the PWS level identified in the EPM templates/forms.
- iv. Other Direct Costs. Offeror shall identify Other Direct Costs (ODCs) being proposed, and explain the rationale for proposing them and how the costs proposed were developed. For any proposed travel, the Offeror must explain how it was calculated e.g., labor classification traveling, costs for transportation, lodging, meals and incidental expenses. In its travel explanation, the Offeror must acknowledge that, in addition to being allowable, costs are subject to the limitations contained in the Federal Travel Regulations, Agency policy and regulation, and/or Joint Travel Regulations. Other Direct Costs and associated Indirect rate application are non-fee bearing.
- v. Escalation. Offerors are required to propose realistic labor escalation rates. The following escalation rates are the latest NASA has obtained from Global Insight. Offerors utilizing escalation rates higher or lower than the rates presented below must provide detailed narrative providing adequate rationale and methodology used for the annual escalation rate development explaining and supporting the use of those rates. Offeror shall include escalation assumptions, sources of projections, and how the escalation rates relate to its total compensation package.

**Labor and Fringe Benefits:**

CY	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Rate(%)	2.7%	3.0%	3.1%	3.0%	2.9%	2.8%	2.7%	2.6%	2.6%	2.6%

**Material:**

CY	2015	2016	2017	2018	2019	2020	2021	2022	2023
Rate(%)	.95%	2.02%	1.80%	.55%	1.57%	1.63%	1.34%	1.29%	1.29%

**Travel:**

CY	2015	2016	2017	2018	2019	2020	2021	2022	2023
Rate(%)	2.31%	2.88%	2.51%	2.36%	2.37%	2.19%	2.06%	2.14%	2.21%

Note for the **Firm-Fixed-Price CLIN covering PWS 5**, the following clause is applicable: FAR 52.222-43—Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts).

*“The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.”*

This clause is applicable to only SCA or CBA classifications under the Firm-Fixed-Price CLIN and corresponding classifications on Form L-14 IDIQ. Corresponding classifications means the classification on the Form L-14 IDIQ is from the classification identified in the Firm-Fixed-Price CLIN.

- vi. Forward Pricing Rate Agreement (FPRA). Offeror shall identify any relevant established Forward Pricing Rate Agreement (FPRA) that has been issued. The Offeror shall identify the agreement by report number, date issued and the issuing agency’s office and phone number. A copy of the FPRA shall be included in the Cost Volume of the proposal (PDF file is acceptable). If the Offeror is deviating from the FPRA, Offeror shall provide a written explanation and justification stating the rationale and methodology used for the varying rate development and indicating a clear description of the projected rate.
- vii. Taxes and Insurance includes but is not limited to FICA, FUTA, SUTA, Workman’s Comp, General Liability. Offeror shall explain the tax rates proposed and any ceilings associated with each. Offeror shall identify and explain the Workman’s Compensation rate for each classification and whether the Workman’s Compensation rate is in combination with another insurance rate.
- viii. Analysis of Subcontractor Proposal. Prime Offeror shall provide its analysis to determine the reasonableness and realism of its major subcontractors’ proposal(s). Prime Offeror shall address:
  - a. Major subcontractor’s methodology to estimate costs.
  - b. Results of the Prime Offeror’s reviews and evaluations of subcontractor proposals. Offerors are required to provide the results of their price or cost analysis of subcontractor proposals as required in FAR 15.404-3(b).
  - c. Details and a discussion on all adjustments made to the subcontractor’s cost proposal, including any adjustments based on technical findings, rate adjustments, and fee adjustments.

- d. Explanation of any adjustment to the subcontractor proposed prices that are included in the Prime Offeror's proposal submission. Proposal shall provide a discussion on the use, or non-use of any adjustments based on the Prime Offeror's history with the major subcontractor.
  - e. How the subcontractor effort relates to the overall effort.
  - f. If subcontract is a competed Firm-Fixed-Price, Offeror shall provide evidence of the competition and decision of selection.
  - g. Offeror shall affirm that none of its subcontractors have placed fee on ODCs or fee on G&A applied to the ODCs.
- ix. Profit and Fee. Offeror shall explain its profit/fee structure at target and maximum cost fee. Offeror shall state whether the profit proposed upon the firm-fixed price CLINS and Cost Plus Incentive Fee CLINS are each at the same profit rate (FFP) and fee rate (CPIF) as proposed for same classifications identified and proposed to in L-14 Exhibit B.
- x. Accounting Systems. Because equitable and appropriate cost allocation are required for Government contracts, it is required that Offerors and their subcontractors will estimate and price their proposals using adequate estimating, compensation, and accounting systems, in accordance with their Cost Accounting Standards Disclosure Statement (if applicable). An important prerequisite for the award of the contract is the Offeror's accounting system being capable of identifying and segregating costs. Provide a copy of the most recent audit that addresses within the report the status of the Offeror's accounting system and Disclosure Statement (pdf file acceptable). Offeror shall address the status of any known/cited current estimating system deficiencies.

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Status of Systems Reviews:

Description	ACO DCMA Office or DCAA Audit Report No	Approval or Deemed Adequate Date	Approval/Adequacy Status			Outstanding Issues
			Yes	No	N/A	
Disclosure Statement (if applicable)						
Accounting System						
Estimating System						
Purchasing System						
Billing System						
Compensation System						
Budgeting System						
Other System:						

- xi. **Financial Capability.** Offeror shall submit one copy of its audited financial statements and accompanying notes for the last three (3) most recently completed fiscal years. In addition, the Offeror shall provide data which shows the amount of established and/or available credit, the financial institution extending the line, and the dollar amount (if any) presently in use. If a line of credit is available, provide a copy of the letter with the name of the institution and the amount of credit extended to your company for this proposed effort. This information is required only for the prime contractor. If a joint venture or partnership is proposed, then this information shall be provided for each participant in the joint venture or partnership. If the Offeror is, or will be, a newly formed business entity, a financial statement relating thereto should accompany the offer, showing the contribution that each participant is required to make with regard to the entity's capital and equity, amount pledged or paid in to date by each of the principals, and the working capital availability. In addition, the Offeror shall discuss the funding requirements, and limitations of liability, if any, of all participants. The Offeror shall provide a summary of financial ratios including quick ratio, current ratio, summary of working capital, debt to equity ratio.
- xii. **Proposal Prime/Subcontractor Information Summary.** Offeror and Major Subcontractors shall each complete the following information and

Offeror shall submit in its cost volume:

<b>Offerors are to fill-in the italic areas in column 2 with the required information.</b>	
Prime/Major Sub Contractor	<i>Identify name of the prime Offeror or a major subcontractor (This is the prime proposer)</i>
Title:	<i>The title of the effort you have subcontracted or the PWS level subcontracted (PWS 1, PWS 2, PWS 3, PWS 4, PWS 5, and PWS 6)</i>
Description:	<i>A brief non-technical description of the work, including identification of the PWS level and period of performance.</i>
Program:	<i>Synergy Achieving Consolidated Operation and Maintenance (SACOM)</i>
Project:	<i>The support of Facilities and Services at SSC and MAF</i>
Period of Performance:	<i>The length from start date (05/01/2015) to completion date (04/30/2024) of the contracted effort including all options is 9 years, 5 months. Base period (one year, 5 months - 05/01/2015 through 09/30/2016). Option 1 (2 years, 10/01/2016 through 09/30/2018); Award Term Options 2-7 (one year each, 10/01/2019 through 09/30/2024)</i>
Type of Action:	<i>New Contract</i>
Contract Type:	<i>Identify the contract type, CPFF, CPAF, FFP, T&amp;M, CPIF, FPIF, etc.(The prime Offeror shall be a FFP, CPIF/AT, IDIQ, subs may differ)</i>
Company:	<i>The name of the Prime, Team Member or Subcontractor (This is a subordinate company to the prime or major sub)</i>
Address:	<i>Full USPS street address to include suite or apartment numbers</i>
Performance Location:	<i>City and State of the principal work performance location(s)</i>
USPS 9 digit Zip Code	<i>Enter the 9 digit USPS Zip Code XXXXX-XXXX. <u>The 9 digit Zip code is a Mandatory Requirement.</u></i>
Estimated Price with to include all options and Award Terms	<i>\$ amount rounded to the \$1,000</i>
Subcontractors: (>1.5M)	<i>List all subcontractors and their business size status for each first tier subcontract worth \$1.5M or more for the total contract performance.</i>
Small Bus. Subcontracting Goals:	<i>Small business and small disadvantaged business subcontracting goals both in dollars and percentage of the value of the action (including all options if any)</i>

## **L.II-7. ATTACHMENT 1 ELECTRONIC PRICING MODEL (EPM) WORKBOOKS/TEMPLATES/FORMS**

### **L.II-7. ATTACHMENT 2**

### **FOSC CBA CLASSIFICATIONS MAPPED TO WD CLASSIFICATION JOB DESCRIPTIONS**

<i><b>SSC FOSC CBA Classifications</b></i>	<i><b>Mapped to SCA DIRECTORY OF OCCUPATIONS job descriptions</b></i>
AC Technician	23410 - Heating, Ventilation, & AC Mechanic
Air Cond Technician-Certified	23410 - Heating, Ventilation, & AC Mechanic
Buyer	01192 - Order Clerk II
Buyer - JR	01191 - Order Clerk I
Carpenter	23130 - Carpenter, Maintenance

Chauffeur	31310 - Taxi Driver
Chief Storekeeper	21410 - Warehouse Specialist
Commodity Specialist/Cataloger	01613 - Word Processor III
Configuration Clerk	01611 - Word Processor I
Configuration Clerk, Jr.	01611 - Word Processor I
Configuration Coordinator I	01613 - Word Processor III
Configuration Coordinator II	01612 - Word Processor II
Configuration Coordinator III	01611 - Word Processor I
Cook	07042 - Cook II
Documentation Coordinator	01613 - Word Processor III
Documentation Specialist	01613 - Word Processor III
Driver/Operators	27070 - Firefighter
Electrician, Certified	23160 - Electrician, Maintenance
Elec/Elec Contr Spec-Certified	23160 - Electrician, Maintenance
Elec/Elec Controls Specialist	23160 - Electrician, Maintenance
EMCS Optr(12+months)-Certified	23160 - Electrician, Maintenance
EMCS Specialist Sr - Certified	23160 - Electrician, Maintenance
EMCS Trainee (0-24 months)	23160 - Electrician, Maintenance
EMCS/HVAC Systems Spec-Certif	23410 - Heating, Ventilation, & AC Mechanic
Environmental Specialist 1	11150 - Janitor
Environmental Specialist 2	11150 - Janitor
Environmental Systems Operator	25210 - Water Treatment Plant Operator
Environmental Technician 1	11150 - Janitor
Environmental Technician 2	11150 - Janitor
Environmental Technician 3	11150 - Janitor
Equip Operator, Heavy - Certified	23440 - Heavy Equipment Operator
Equipment Operator - Heavy	23440 - Heavy Equipment Operator
Fire Inspector*	
Firefighter	27070 - Firefighter
Firefighter (EMT Certified)	27070 - Firefighter
Food Service Helper	07130 - Food Service Worker
General Clerk	01112 - General Clerk
General Helper	13470 - Laborer
Graphics Coordinator	01270 - Production Control Clerk
Grounds Technician	11090 - Gardner
Illustrator - Sr	13042 - Illustrator II
Lineman, Certified	23160 - Electrician, Maintenance
Machinist	23550 - Machinist, Maintenance
Mail Clerk	01113 - General Clerk III
Mechanical Technician	23530 - Machinery Maintenance Mechanic
Mechanical Technician-Certified	23530 - Machinery Maintenance Mechanic
Medical Records Specialist	12160 - Medical Record Clerk

Medical Records Specialist, Sr.	12190 - Medical Record Technician
Movers	09040 - Furniture Handler
Painter	23760 - Painter, Maintenance
Photo Technician	13075 - Photographer V
PM Mechanic/Pesticide Tech*	
Pipefitter/Plumber	23810 - Plumber, Maintenance and 23790 - Pipefitter, Maint.
Pipefitter/Plumber - Certified	23810 - Plumber, Maintenance and 23790 - Pipefitter, Maint.
Property Administrator-Senior	01020 - Administrative Assistant
Property Administrator	01020 - Administrative Assistant
Property Control Coordinator	01113 - General Clerk III
PT&I Specialist/Electrician Cert.	23160 - Electrician, Maintenance
PT+I Specialist/HVAC - Cert	23410 - Heating, Ventilation, & AC Mechanic
Quality Assurance Technician	30083 - Engineering Technician III
Quality AssuranceTech-Certified	30083 - Engineering Technician III
Radiation/XRay Qual Tech-Cert	30083 - Engineering Technician III
Real Property Specialist	01020 - Administrative Assistant
Receiving/Shipping Clerk	21130 - Shipping/Receiving Clerk
Records Clerk	01111 - General Clerk I
Registered Nurse III	12313 - Registered Nurse II
Registered Nurse V	12314 - Registered Nurse II
Reports Coordinator	01070 - Document Preparation Clerk
Reproduction Operator - Sr.	01070 -Document Preparation Clerk
Scheduler	01300 - Scheduler Maintenance
Shipping Specialist	21410 - Warehouse Specialist
Small Engine Mechanic	23910 - Small Engine Mechanic
Small Mower Operator	11210 - Laborer, Grounds Maintenance
Specs Intact Clerk	01613 -Word Processor III
Stock Specialist	21150 - Stock Clerk
Storekeeper	21050 - Material Handling Laborer
Supply Clerk	21210 - Tools & Parts Attendant
Tractor Operator	11270 - Tractor Operator
Transportation Coordinator	01060 - Dispatcher Motor Vehicle
Truck Driver - Medium	31362 - Truck Driver, Medium
Tugboat Pilot	29042 - Stevedore II
VEM Maintenance Mechanic	05190 - Motor Vehicle Mechanic
Visitor Relations Spec, Cert	31290 - Shuttle Bus Driver
Visitor Relations Specialist	31020 - Bus Aide
Warehouseman	21410 - Warehouse Specialist
Warranty Administrator	21410 - Warehouse Specialist
Welder - Certified	23960 - Welder, Combination, Maintenance
* No one in this classification.	

#### **L.II-8. MODEL CONTRACT (VOLUME IV)**

- (a) The Offeror shall submit a complete Model Contract. The Model contract shall consist of the following:
- 1) Cover page as identified in Section L.II-2, General, plus a summary listing (by name and address) of all team members, joint ventures partners, major subcontractors, and vendors that have been identified by name throughout the proposal; the contract value associated with each entity; and the percentage of total work assigned to each entity.
  - 2) Government Property Management Plan (See DRD LS07-2.2 and Clause L.II-3(a))
  - 3) Safety and Health Plan (See DRD SA01-3.0 and Clause L.II-3(b))
  - 4) If any, the Offeror shall fully explain any deviations, exceptions, or conditional assumptions regarding any contractual requirements of this solicitation as detailed in Clause L.I-20.
- (b) Fill-In Requirements: See Table L.II-8, Table 1 below.

Table L.II-8, Table 1, Fill-In Requirements

<b>Contract Section</b>	<b>Areas of Model Contract Offerors are Required to Complete</b>
Section A	SF-33, Section 12-18
Section B	Clause B.5, Estimated Cost and Incentive Fee
	Clause B.7, Total Contract Value Tables
	Clause B.15, Special Cost Provisions – (e) Premiums for Scheduled Overtime
Section C	NONE
Section D	NONE
Section E	NONE
Section F	NONE
Section G	Clause G.2, Submission of Vouchers for Payment (NFS 1852.216-87)
Section H	NONE
Section I	Clause I.19, Buy American Act – Construction (FAR 52.225-9)
	Clause I.20, Buy American Act-Construction Materials under Trade Agreements (FAR 52.225-11)
Section J	Offerors shall submit the required DRD documents with its proposal (See L.I-19, Phase-In,). DRD's will be incorporated after approval.
Section K	All Representations and Certifications as Applicable

(End of provision)

## **L.II-9 CROSS REFERENCE MATRIX**

**Section L.II-9 Table 1 Cross Reference from Section L to Section M**

<b>Section L Title</b>	<b>Section ID</b>	<b>Section M Title</b>	<b>Section ID</b>
<b>MISSION SUITABILITY (VOLUME I)</b>	L.II-5	<b>MISSION SUITABILITY (VOLUME I)</b>	M.5
1. Technical Performance	L.II-5 (b) 1	1. Technical Performance	M.5 (b) 1
2. Management Approach	L.II-5 (b) 2	2. Management Approach	M.5 (b) 2
3. Small Business Utilization	L.II-5 (b) 3	3. Small Business Utilization	M.5 (b) 3
<b>PAST PERFORMANCE (VOLUME II)</b>	L.II-6	<b>PAST PERFORMANCE (VOLUME II)</b>	M.6
<b>COST/PRICE (VOLUME III)</b>	L.II-7	<b>COST/PRICE (VOLUME III)</b>	M.7
<b>MODEL CONTRACT (VOLUME IV)</b>	L.II-8	<b>MODEL CONTRACT (VOLUME IV)</b>	M.8

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**PART IV– REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M.1. LISTING OF PROVISIONS INCORPORATED BY REFERENCE**

This solicitation incorporates one (1) or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.acquisition.gov/Far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS**

<b>CLAUSES INCORPORATED BY REFERENCE</b>	
<b>CLAUSE NUMBER</b>	<b>CLAUSE TITLE (DATE)</b>
52.217-5	EVALUATION OF OPTIONS (JUL 1990)

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS**

NONE INCORPORATED BY REFERENCE

(End of Clauses Incorporated By Reference)

**M.2. PROSPECTIVE CONTRACTOR RESPONSIBILITY**

- (a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award.
- (b) The following special standards of responsibility have been established for this procurement:

- (1) Acceptable Organizational Conflict of Interest Plan in accordance with Provision L.I-21, Notice of Potential Organizational Conflicts of Interest.
- (2) An adequate accounting system is necessary for the award of cost type contracts [FAR 16.104(i) and 16.301-3(a)(3)].
- (3) An adequate financial resources to perform the Contract, or the ability to obtain them in accordance with FAR 9.104-1(a)].
- (4) An adequate disclosure statement in accordance with FAR 30.202-6.

(End of provision)

### **M.3. EVALUATION AND SOURCE SELECTION**

#### **(a) General**

Source Selection: The Government will conduct this competitive negotiated acquisition in accordance with FAR 15.3 and NFS 1815.3, "Source Selection." The Source Evaluation Board (SEB) procedures in NFS 1815.370, "NASA Source Evaluation Boards" apply. The attention of Offerors is particularly directed to NFS 1815.305, "Proposal Evaluation" and to NFS 1815.305-70, "Identification of Unacceptable Proposals." The Government will use a best value trade-off process, as described in FAR 15.101-1, in making source selection. The Government may award a contract based on the initial offers received without discussion of such offers. Accordingly, each Offeror should submit its initial proposal executed by an individual with the authority to bind the Offeror to the Government including its most favorable proposal from a cost and technical standpoint.

- (b) Discussions may be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the SEB will seek revised proposals from Offerors within the competitive range. Pursuant to FAR 15.306(c)(2), "The Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals." Pursuant to the NFS 1815.306(c)(2), "a total of no more than three (3) proposals shall be a working goal in establishing the competitive range." At the conclusion of discussions, as stipulated in FAR 15.307, Offerors within the competitive range will be requested to submit a final proposal revision. All proposal revision shall be submitted in the form of a contractual document that has been executed by an individual with the authority to bind the Offeror. Selection may be made without subsequent discussions or negotiation.
- (c) The Government anticipates awarding a contract resulting from this solicitation to the Offeror whose proposal represents the best value to the Government. This procurement shall be conducted utilizing a combination of Mission Suitability, Past

Performance, and Cost/Price evaluation factors. The lowest price proposals may not necessarily receive an award; likewise, the highest technically rated proposals may not necessarily receive an award.

- (d) When the SEB concludes its evaluations, it will present its findings to the Associate Administrator for Human Exploration and Operations, who is the Source Selection Authority (SSA) for this acquisition. The SSA will make award selection considering the results of the Mission Suitability evaluation, the Past Performance evaluation, and the Cost/Price evaluation. Award will be made to the responsible Offeror whose proposal meets the requirements of the RFP and offers the best value to the Government.

(e) Evaluation Factors and Subfactors

- 1) There are three (3) Evaluation Factors for this acquisition: Mission Suitability, Past Performance, and Cost/Price. A general definition of these Factors may be found at NFS 1815.304-70, "Evaluation Factors and Significant Subfactors." Proposals will be evaluated using the following Factors and Subfactors:

FACTOR 1 – MISSION SUITABILITY

Subfactor 1 – Technical Performance (TECH)

Subfactor 2 – Management Approach (MGMT)

Subfactor 3 – Small Business Utilization (SB)

FACTOR 2 – PAST PERFORMANCE

FACTOR 3 – COST/PRICE

- 2) The information required to be submitted in Section L will be evaluated under the above Factors and Subfactors. The Mission Suitability Subfactors will be weighted and scored in accordance with the numerical system established in M.5, below. The other Factors (i.e., Past Performance and Cost/Price) are not similarly weighted and scored. A confidence rating will be applied to Past Performance in accordance with definitions specified in NFS 1815.305(a)(2)(A). The cost/price factor evaluates all cost/price associated with the Offeror's proposal in terms of reasonableness and/or cost realism.

(End of Provision)

**M.4. RELATIVE ORDER OF IMPORTANCE OF EVALUATION FACTORS**

Mission Suitability, Past Performance, and Cost/Price Evaluation Factors are of essentially equal importance. The Mission Suitability Factor and the Past Performance Factor, when combined, are significantly more important than the Cost/Price Factor.

(End of Provision)

**M.5. MISSION SUITABILITY (VOLUME I)**

**FACTOR 1 – MISSION SUITABILITY**

(a) Weighting and Scoring

- 1) The Mission Suitability Factor indicates the excellence of the Offeror's proposal and the Offeror's ability to perform the work outlined in the PWS. Evaluation of the Mission Suitability Factor will focus on the Offeror's understanding of the requirements and the proposed technical performance, management, and small business utilization approaches to meeting the requirements. The Mission Suitability Subfactors will be evaluated using the adjectival rating, definitions and percentile ranges at NFS 1815.305(a)(3)(A).

<b>Adjectival Rating</b>	<b>Definitions</b>	<b>Percentile Range</b>
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91 - 100
Very Good	A proposal having no deficiency and which demonstrates overall competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71 - 90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror's response.	51 - 70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31 - 50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0 - 30

2) Findings Definitions for Mission Suitability:

The definitions for Deficiency, Weakness, and Significant Weakness are required to be used as defined in FAR Part 15.001 as follows:

Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness: A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

The definitions for Strength and Significant Strength are not in the FAR, however, the following definitions will be used:

Strength: An aspect of the proposal that increases the probability of successful contract performance.

Significant Strength: An aspect of the proposal that appreciably increases the probability of successful contract performance.

- 3) The total weighting for the Mission Suitability Factor will be 1,000 points. The Mission Suitability Subfactors will be scored in accordance with the numerical system established below.

#	SUBFACTORS	WEIGHT
1	TECHNICAL PERFORMANCE (TECH)	500
2	MANAGEMENT APPROACH (MGMT)	400
3	SMALL BUSINESS UTILIZATION (SB)	100
TOTAL POSSIBLE POINTS		1,000

NOTE: The alphanumeric proposal subsections within each supporting subfactor shall not be construed as an indication of the order of importance or relative weighting within the individual subfactors as there are no discrete point values attached to any of the subsections; the sections are included to facilitate comparison with the requirements of Section L and for organization of proposal information.

- 4) The Offerors are advised of the importance of cost realism in the evaluation of Mission Suitability Subfactors. Cost realism will be considered in the evaluation and selection decision. The evaluation will consider the adequacy of the Offeror's proposed approach to meeting the requirements of the solicitation, including the appropriateness of the Offeror's proposed resources. A lack of resource realism may adversely affect the Mission Suitability scores and may result in cost realism adjustments under the Cost/Price Factor.

(b) Mission Suitability Subfactors

- 1) **SUBFACTOR 1 - Technical Performance (TECH):** The Offeror's proposed approach to the Technical Performance Subfactor and the detail substantiating the proposed approach will be evaluated to determine the extent to which the Offeror has demonstrated a thorough and comprehensive understanding of technical requirements as specified in the PWS. For each proposed innovation, the Government will evaluate the appropriateness and its potential for effective and efficient implementation in the contract.

- i. **TECH 1 – Technical Approach:**

- a) The Technical Approach to satisfying the contract requirements to the third level (e.g. 1.1.4 "Emergency Management") or the second level if there is no third level (e.g. 3.1 "Safety and Risk Management") will be evaluated for overall demonstrated comprehensive understanding, effectiveness, feasibility, and efficiency. The Offeror's approach to provide a "no cost" food service operation will be evaluated for demonstrated understanding, feasibility, efficiency, and effectiveness.
- b) The Offeror's approach for interface and exchange of information with NASA and numerous users/tenants located at SSC and MAF and how the Offeror will assess and plan for short and long-range NASA and user/tenants requirements will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.
- c) The Offeror's assessment of technical approach risks and its approach to mitigating the impact of the identified risks will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency and effectiveness.

- ii. **TECH 2 – Staffing Plan:**

- a) The Offeror's proposed labor classification, PWS area assigned, qualifications, and number of WYEs for each site for the total workforce using the Form L.I-24C, Staffing Worksheet will be evaluated for the overall demonstrated comprehensive understanding, feasibility, efficiency and effectiveness.
- b) The proposed Staffing Plan, including the Offeror's approach and the approach of team members, and/or major subcontractors for recruiting, utilizing, and retaining a qualified workforce will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness. The approach for retaining current personnel, including target capture rate, the skills identified as critical to successful contract performance, and the table delineating sources of staffing, will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness. The Offeror's approach to

retaining and managing attrition of critical skills will be evaluated for effectiveness and facilitation of continuous high-quality services.

- c) The Offeror's approach to providing workforce flexibility (i.e., resources) necessary to accommodate short-term and long-term workload adjustments and fluctuations (increases and decreases), and changes in priority assignments in Core and IDIQ requirements at both sites will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency and effectiveness.
- d) The Offeror's assessment of staffing plan risks and its approach to mitigating the impact of the identified risks will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.

2) **SUBFACTOR 2 – Management Approach (MGMT)**: The Offeror's response to the Management Approach Subfactors will be evaluated for the extent to which the Offeror has clearly demonstrated a thorough and comprehensive approach to managing the requirements specified in the PWS. For any proposed innovations, the Government will evaluate the appropriateness and its potential for effective and efficient implementation in the contract.

i. **MGMT 1 – Management Plan:**

- a) The Offeror's proposed management, organizational, and supervisory structure, including teaming arrangements and major subcontracts, that will be employed to perform the SACOM requirements will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness. The Offeror's reporting structure and chain of command will be evaluated for will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency and effectiveness.
- b) The Offeror's overall management approach to planning, maintaining schedules, providing early notifications of problems, and maintaining ongoing operations (Core & IDIQ) will be will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency and effectiveness.
- c) The Offeror's teaming approach, including its process for integrating personnel, policies, and managerial procedures to allow the Offeror to function as a seamless single entity regarding how work is controlled, reported, and reviewed will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency and effectiveness.

- d) The Offeror's approach to subcontract management, to include identifying and resolving subcontract problems before they impact performance, will be evaluated for demonstrated comprehensive understanding, feasibility, efficiency and effectiveness.
- e) If applicable, the Offeror's proposed utilizing off-site operations and/or utilizing existing resources to perform or supplement any aspect of the requirements (Core & IDIQ), to include the response time and procedures for establishing priority, will be evaluated for demonstrated comprehensive understanding, feasibility, efficiency and effectiveness.
- f) The Offeror's description of the degree of the Program Manager's (PM) local autonomy and authority for performing the contract; the Offeror's relationship to a parent organization or subcontractor; and any decisions or approvals that will be made outside the local organization will be evaluated for demonstrated comprehensive understanding, feasibility, efficiency and effectiveness.
- g) The Offeror's assessment of the management plan risks and its approach to mitigating the impact of the identified risks will be evaluated for demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.

ii. **MGMT 2 – Key Positions and Personnel:**

- a) The Offeror's approach and rationale for identifying Key Positions (including Key Positions of teaming partners and subcontractors); its approach and rationale for identifying functional area(s) of responsibility; and its rationale for importance of Key Positions will be evaluated for demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.
- b) The Offeror's basis for selection of Key Personnel for each Key Position; and the attributes and qualifications (including education and experience) of Key Personnel to fill each Key Position will be evaluated for demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.
- c) The level of commitment of Key Personnel and their availability (i.e., full-time or part-time status) will be evaluated for demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness. The Offeror's approach to ensuring continuity of service as it replaces (temporarily or permanently) the Key Personnel identified in Key Positions with qualified Personnel, if required, during the term of the contract will be evaluated for demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.

- d) The Offeror's assessment of key positions and personnel risks and its approach to mitigating the impact of the identified risks will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.

iii. **MGMT 3 – Total Compensation Plan (TCP):**

- a) The Total Compensation Plan (TCP) proposed for all employees and the ability to attract and retain a qualified workforce while maintaining cost reasonableness and realism will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.
- b) The Offeror's assessment of the total compensation plan risks and its approach to mitigating the impact of the identified risks will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.

iv. **MGMT 4 – Labor Relations Plan:**

- a) The Offeror's Labor Relations Plan will be evaluated for its feasibility and effectiveness in promoting and maintaining amicable labor relations, consistent with prudent business practices, during the contract performance.
- b) The Offeror's approach to labor relations management, policies, and procedures including, but not limited to, the Offeror's ability to provide services in unlikely event of a strike; and possible labor issues associated with cross-utilization of personnel between functional areas and among various physical locations will be evaluated for its overall demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.
- c) The experience required of the personnel responsible for working labor relations issues at both sites, placement of those personnel within the Offeror's organization, and the level of autonomy of those personnel will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.
- d) The Offeror's assessment of the labor relations plan risks and its approach to mitigating the impact of the identified risks will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.

v. **MGMT 5 – Phase-In Plan:**

- a) The Offeror's Phase-In approach, to include the ability to assume on-going work under the new contract and to ensure completeness and continuity of operations with minimal impact and disruption will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.
  - b) The Offeror's Phase-In schedule to include key milestones, approach to ensuring a trained workforce, the methodology for identifying and resolving issues, the likelihood of a smooth transition and overall continuity of service, and any other issues deemed critical to a successful transition will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.
  - c) The Offeror's approach for interfacing with the incumbent Contractor and the extent of involvement of Government personnel will be evaluated for overall demonstrated comprehensive understanding, feasibility, efficiency, and effectiveness.
  - d) The Offeror's assessment of risk and its approach to mitigating the impact of the identified risk will be evaluated for overall demonstrated comprehensive understanding, feasibility, and effectiveness.
- 3) **SUBFACTOR 3 - Small Business Utilization (SB)**: The Offeror's proposed approach (to include synergies, consolidations, enhancements, and/or innovations) to the Offeror's Small Business Plan will be evaluated for the extent the Offeror clearly demonstrates its approach to utilizing small businesses in a manner that meets or exceeds stated small business subcontracting goals, meets the requirements of the FAR, and indicates a commitment to the interests of small businesses.
- i. **SB1 – Small Business Subcontracting Plan Required by the FAR**:
    - a) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed Subcontracting goals including the approach to meeting the goals (overall Subcontracting goals and individual Subcontracting goals by small business category) in comparison to the Contracting Officer's assessment of the appropriate Subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be evaluated on the basis of total contract value.
    - b) Small businesses are not required to submit subcontracting plans. NASA will only evaluate the amount of work proposed to be performed by the small business prime and any small business at the first tier

subcontract level. The proposed amount of work to be performed by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

- c) If it is anticipated that the Offeror's proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort required by 52.219-9, Small Business Subcontracting Plan, the Offeror's rationale as to why the goals cannot be met and its approach and timeline for meeting these goals and the rationale will be evaluated for its effectiveness.
- d) The Offeror's assessment of risk and its approach to mitigating the impact of the identified risk will be evaluated for understanding and effectiveness.

ii. **SB 2 – Commitment to the Small Business Program:**

- a) NASA will evaluate the extent to which any meaningful work is performed by a small business subcontractor(s).
- b) NASA will evaluate the extent of commitment to use small business subcontractor(s). NASA will evaluate the extent to which the identity of the small business Subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.
- c) NASA will evaluate the Offeror's established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor-Protégé program, counseling, market research and small business identification. For large business Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist
- d) The Offeror's assessment of the small business plan and utilization risks and its approach to mitigating the impact of the identified risks will be evaluated for understanding and effectiveness.

(End of Provision)

**M.6. PAST PERFORMANCE FACTOR (VOLUME II)**  
**FACTOR 2 – PAST PERFORMANCE**

The evaluation of Past Performance will be conducted in accordance with the FAR 15.305(a)(2), Proposal Evaluation, and NFS 1815.304-70, NASA Evaluation Factors. The Past Performance evaluation is an assessment of NASA's confidence in the Offeror's ability to perform the solicitation requirements, based upon the Offeror's relevant performance under previously awarded contracts.

- (a) Under the Past Performance factor, NASA will evaluate each Offeror's current and recent record (including the record of any Teaming Partners, Joint Venture, and major subcontractors) of performing services or delivering products that are similar in size (magnitude), content (scope), and complexity (work performed at multiple sites & hybrid contract type) to the requirements of this solicitation. The Government will use past performance information from proposal data required by provision L.II-6, Volume II – Past Performance; information obtained by the SEB team based on communications with listed references; and data obtained from any other source available to the government, including, but not limited to, the NASA Past Performance Database, the Past Performance Information Retrieval System, the Federal Awardee Performance and Integrity Information System, or other databases; interviews with Program Managers, Contracting Officers, and Fee-Determining Officials; and the Defense Contract Management Agency. Offerors are to note that, in conducting this assessment, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources. The Government will consider the number and severity of problems, the effectiveness of corrective actions taken and the overall record of past performance. It shall also consider the Offeror's record for adherence to contract schedules and cost control. Offerors without a record of relevant past performance, or for whom information on past performance is not available, shall receive a "Neutral" rating.

The Offeror's past performance record will be examined for recent and relevant past performance to determine its ability to perform the required work.

- (b) Recency: Contracts with more recent performance will be considered to be more relevant than those with more distant performance, assuming all other considerations to be equal. If the contract is still ongoing, it must have a documented performance history. Recency is defined as performance occurring within the last three (3) years of the issuance date of this solicitation, except the ongoing programs must have begun no less than six (6) months from the date of the issuance of the solicitation. The Government will not consider performance on a newly awarded contract that has no documented performance history (in other words, projects that are less than six months under contract). Only contracts with performance within 3 years from the date of the issuance of the solicitation will be evaluated.
- (c) Relevancy: The SEB will evaluate the relevancy of the Offeror's (including subcontractors, joint ventures, and other team members) past performance. More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past

performance of lesser relevance. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the Offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. Higher relevancy will be assessed for contracts that are most similar to the effort, or portion of the effort, for which that contractor is being proposed. The Government is not bound by the Offeror's opinion of relevancy. For purposes of this procurement, relevancy will be assessed using the following definitions:

Very Relevant	Present/past performance effort involved essentially the same magnitude of effort, scope, and complexities this solicitation requires.
Relevant	Present/past performance effort involved much of the magnitude of effort, scope and complexities this solicitation requires.
Somewhat Relevant	Present/past performance contractual effort involved some of magnitude of effort, scope and complexities this solicitation requires.
Not Relevant	Present/past performance effort did not involve any of the magnitude of effort, scope and complexities this solicitation requires.

- (d) In addition to the above, in assessing performance of relevant Past Performance, the Government will make an assessment of the Offeror's overall performance record to include:
- 1) The Offeror's commitment to small business concerns by reviewing the performance of the last three years of meeting or exceeding socioeconomic business goals.
  - 2) The Offeror's overall safety and health performance using indicators such as OSHA citations, EMF, DART, and TRIR. Each referenced contract will be compared to the latest available Department of Labor (DOL) Bureau of Labor Statistics (BLS) DART and TRIR against the national averages for the North American Industry Classification System (NAICS) provided for the referenced contract.
  - 3) All Federal, state, and local environmental violations resulting from performance of contracts in the last three (3) years for each affected company division, or joint-

venture/partnership principal and major subcontractors will be taken into consideration.

- 4) All terminated (partial or complete) contracts within the past three (3) years for default will be considered by the SEB.
  - 5) The Offeror's last three years of Labor Relations past performance, including past performance related to working with collective bargaining agreements, settling disputes and/or strike mitigation. The SEB will also consider the Offeror's strike history, Service Contract Act violations, and issues with CBA compliance, enforcement and/or implementation.
- (e) Confidence Ratings. Past Performance will be evaluated for each Offeror using the following levels of confidence rating:

Very High Level of Confidence

The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist.)

High Level of Confidence

The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)

Moderate Level of Confidence

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)

Low Level of Confidence

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the

offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)

Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas, which adversely affected overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available the Offeror may not be evaluated favorably or unfavorably on past performance.

(End of Provision)

**M.7. COST/PRICE (VOLUME III)**

**FACTOR 3 – COST/PRICE**

The cost/price factor evaluation will include any or all analytical techniques and procedures as described in FAR 15.404.1 – Proposal Analysis Techniques. A proposal that does not demonstrate the final cost/price is reasonable and where appropriate, realistic, may result in the offer being unacceptable for award. The Cost/Price Factor is not weighted or scored.

- (a) The Government will conduct cost and price analysis by evaluating the costs and prices proposed in response to this solicitation in accordance with FAR 15.404.
  - 1) Firm-Fixed-Price CLINs (PWS 5 Requirements excludes 5.5.7 Visitor Center, 5.5.5 Catering, and 5.6 Education IDIQ only) will be evaluated for price reasonableness and, if CO determines appropriate, price realism, based upon the total evaluated price proposed for Firm-Fixed-Price requirements under the Base Period (1 year and 5 months – Contract Period 1) and all succeeding Contract Periods 2-8, including the potential six-month extension under contract clause 52.217-8, Option to Extend.
  - 2) Cost Plus Incentive Fee CLINs (PWS 1,2,3,4, and 6 Requirements excluding 1.4 Business Development, 2.1.4 Marine Transportation, Handling and Maintenance, 4.3 Technology Development, 4.4 Construction Support, 4.5 Testing Services and Support, and 4.6.2 Operations of Shared Manufacturing Areas/Resources) will be evaluated for cost realism and reasonableness under the Base Period (1

year and 5 months—Contract Period 1) and all succeeding Contract Periods 2-8, including the six-month extension under contract clause 52.217-8, Option to Extend. In order to determine cost realism, the Government will independently review and evaluate specific elements of each Offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the Offeror's mission suitability proposal (*See* FAR 15.404-1 (c) and (d)).

- (b) The IDIQ CLINs are a Government-provided value or “plug number.” The Offeror's burdened labor classifications, drawn from the labor classifications proposed for the Core CLINs, will be evaluated for cost reasonableness, and where CO determines appropriate, cost realism. PWS 4.3, 4.4, 4.5, 4.6.2, and 5.5.7 “IDIQ only” classifications must also be drawn from Core CLIN classifications proposed on Form L-4 and match the applicable Core CLIN burdened rates, with and without fee/profit in the rate buildup on Form L-14.
- (c) Labor classifications and fully burdened rates, with and without fee, associated with PWS 1.4, 2.1.4, 5.5.5, and 5.6 “IDIQ only” that have not already been proposed in the Core CLINs will be evaluated for reasonableness and where CO determines appropriate, cost realism.
- (d) The Government will derive a probable cost for the CPIF CLIN, which is determined by adjusting each Offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analyses performed. The probable cost may differ from the proposed cost and will reflect the Government's best estimate of each Offeror's proposal. The probable cost will be used for the purposes of evaluation only.
- (e) Cost/price will be evaluated on the basis of:
  - 1) Firm-Fixed-Price CLINs for work under PWS section 5.
  - 2) Cost-Plus-Incentive-Fee CLINs, for work under PWS Sections 1, 2, 3, 4, and 6 including the “maximum cost fee” and “performance fee” as well as Core Plug Number for Purchases and Customer Service Requests and IDIQ Plug Number for the IDIQ CLIN.”
  - 3) All Option CLINs (to include 52.217-8, Option to Extend (Nov 1999)). The up-to six-month extension covered by 52.217-8 will be evaluated as part of this procurement, allowing for its implementation when and if deemed necessary by the Contracting Officer. Any notable findings impacting performance or cost in a contract CLIN period in which the Option to Extend may be subsequently exercised will be considered under the cost/price factor.

- 4) Any probable cost adjustments to the CPIF CLINs.
- (f) The Firm-Fixed-Price of phase-in will be evaluated under the cost/price factor and reported to the SSA.

(End of Clause)

**M.8. MODEL CONTRACT (VOLUME IV)**

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified in Section L as areas, factors, and sub-factors, to be eligible for award. Failure to comply with solicitation requirements may result in a weakness, deficiency or in an Offeror being removed from consideration for award.

(End of provision)

(END OF SECTION)